



AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY
ONLINE ONLY MEETING

<https://www.nationalcityca.gov/webcast>

LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER

1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA

TUESDAY, SEPTEMBER 15, 2020 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

MONA RIOS
Vice Mayor

JERRY CANO
Councilmember

RON MORRISON
Councilmember

GONZALO QUINTERO
Councilmember

1243 National City Blvd.
National City, CA 91950
619-336-4240

Meeting agendas and
minutes available on the
City's website at
WWW.NATIONALCITYCA.GOV

NOTICE: The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). **The World Health Organization has declared the outbreak a global pandemic and local and state emergencies have been declared providing reprieve from certain public meeting laws such as the Brown Act.**

As a result, the City Council Meeting will occur only online to ensure the safety of City residents, employees and the communities we serve. A live webcast of the meeting may be viewed on the city's website at www.nationalcityca.gov. For Public Comments see **"PUBLIC COMMENTS"** section below

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Meetings begin in Open Session at 5:00 p.m. or such other time as noted, and after announcing closed session items, convenes into a Closed Meeting. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review on the City's website at www.nationalcityca.gov. Regular Meetings of the Elected Body are webcast and archived on the City's website at www.nationalcityca.gov.

PUBLIC COMMENTS: The City Council will receive public comments via e-mail at clerk@nationalcityca.gov regarding any matters within the jurisdiction of the City Council. **Written comments or testimony from the public (limited to three minutes) must be submitted via e-mail by 4:00 p.m. on the day of the City Council Meeting. All comments received from the public will be made a part of the record of the meeting.**

The time limit established for public testimony is three minutes per speaker. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or unrelated.

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AVISO: La salud y el bienestar de los residentes, visitantes y empleados de National City durante el brote de COVID-19 sigue siendo nuestra máxima prioridad. El Ayuntamiento de la Ciudad de National City se está coordinando con la Agencia de Salud y Servicios Humanos del Condado de San Diego y otras agencias para tomar medidas con el fin de monitorear y reducir la propagación del nuevo coronavirus (COVID-19). La Organización Mundial de la Salud declaró el brote como una pandemia global y se han manifestado emergencias locales y estatales que resultan en la suspensión de ciertas leyes de reuniones públicas, tal como la Ley Brown.

Como resultado de ello, la junta del Concejo Municipal del Ayuntamiento se llevará a cabo solamente en línea para garantizar la seguridad de los residentes, empleados y comunidades locales que atendemos. Se podrá ver una transmisión en vivo de la junta en el sitio web del Ayuntamiento en www.nationalcityca.gov. Para comentarios públicos, vea la sección “COMENTARIOS PÚBLICOS” más adelante.

ORDEN DEL DÍA: Las sesiones públicas de todas las juntas ordinarias del Concejo Municipal/Comisión de Desarrollo Comunitario - Autoridad de Vivienda (en lo sucesivo denominado Órgano Electo) inician a las 6:00 p.m. el primer y tercer martes de cada mes. Las audiencias públicas inician a las 6:00 p.m., a menos que se indique lo contrario. Las juntas cerradas inician en sesión abierta a las 5:00 p.m. o en cualquier otro momento que se indique, y tras anunciar los temas de la sesión cerrada, la junta se realiza como sesión cerrada. Si se programa una reunión de discusión y análisis, el tema y la hora de la misma aparecerán en la agenda. La Alcaldesa y los Concejales se reúnen por igual que el Presidente y los integrantes del Consejo de la Comisión de Desarrollo Comunitario.

INFORMES: Todos los temas e informes de la agenda de la sesión abierta, así como todos los documentos y escritos entregados al Órgano Electo menos de 72 horas antes de la sesión, aparecerán en el sitio web del Ayuntamiento. Las juntas ordinarias del Órgano Electo se transmiten por Internet y se archivan en el sitio web del Ayuntamiento en www.nationalcityca.gov.

COMENTARIOS PÚBLICOS: El Concejo Municipal recibirá comentarios públicos por correo electrónico en clerk@nationalcityca.gov sobre cualquier asunto dentro de la jurisdicción del Concejo

Municipal. **Los comentarios escritos o el testimonio del público (limitado a tres minutos) deben enviarse por correo electrónico antes de las 4:00 p.m. en el día de la sesión del Concejo Municipal. Todos los comentarios recibidos del público formarán parte del acta de la sesión.**

AGENDA ESCRITA: Con contadas excepciones, el Órgano Electo puede tomar medidas únicamente sobre los temas que aparecen en la agenda escrita. Los temas que no aparezcan en la agenda deben aparecer en una agenda subsecuente, a menos que sean de emergencia o urgencia demostrada, y la necesidad de tomar medidas sobre esos temas haya surgido después de haber sido publicada la agenda.

CALENDARIO DE CONSENTIMIENTO: Los temas del calendario de consentimiento implican cuestiones de naturaleza rutinaria o no controvertida. Todos los temas de consentimiento se adoptan mediante la aprobación de una sola moción del Concejo Municipal. Antes de la aprobación, cualquier tema puede eliminarse de la parte de consentimiento de la agenda y considerarse aparte, a petición de un concejal, individuo del personal del Ayuntamiento o persona del público.

Previa solicitud, esta agenda puede estar disponible en formatos alternativos apropiados para personas con discapacidades, en observancia de la Ley de Estadounidenses con Discapacidades. Llame al teléfono (619) 336-4228 de la Oficina del Secretario del Ayuntamiento para solicitar una modificación o adaptación de acceso relativa a la discapacidad. Notificar 24 horas antes de la sesión permitirá al Ayuntamiento hacer arreglos razonables para garantizar la accesibilidad a esta junta.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS AND CERTIFICATES

1. [National Preparedness Month](#)

AWARDS AND RECOGNITIONS

2. [Employee of the Quarter 2020 - John A. Saour, Information Technology Analyst. \(City Manager\)](#)

PRESENTATIONS (FIVE-MINUTE TIME LIMIT)

3. [Public Health and Safety Report. \(Chief Frank Parra\)](#)
4. [Capital Improvement Program \(CIP\) Update. \(Engineering/Public Works\)](#)

INTERVIEWS / APPOINTMENTS

REGIONAL BOARDS AND COMMITTEE REPORTS (FIVE-MINUTE TIME LIMIT)

CONSENT CALENDAR

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City authorize waiving the bid process pursuant to National City Municipal Code Section 2.60.260 as a result of competitive bids solicited from H-GAC utilizing Contract #EE08-19 and authorizing the purchase of MSA G1 SCBAs \(Self Contained Breathing Apparatus\) from the General Fund in the amount of \\$367,095.41 for the National City Fire Department. \(Fire\)](#)
7. [Resolution of the City Council of the City of National City 1.\) authorizing the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc., by extending the length of the Agreement to June 30, 2022, 2.\)](#)

increasing the not-to-exceed amount of the agreement to \$90,000 a fiscal year due to the demand of the continuous need for assistance with specialized tree trimming, removal, and planting services, and 3.) delegating the City Manager authority to approve any future extensions of this Agreement. (Engineering/Public Works)

8. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Geosyntec Consultants, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
9. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with EnSafe Inc., for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
10. Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with D-MAX Engineering, Inc., for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)
11. Resolution of the City Council of the City of National City: 1) authorizing the Mayor to execute a three-year Agreement with Randall Lamb Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, mechanical engineering and as-needed facilities needs; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. (Engineering/Public Works)

12. [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Shadpour Consulting Engineers, Inc. dba SC Engineers, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, mechanical engineering and as-needed facilities needs; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)
13. [Resolution of the City Council of the City of National City authorizing the installation of 20 feet of red curb "No Parking" at the intersection of East 18th Street and "B" Avenue to enhance visibility at the intersection \(TSC No. 2020-10\). \(Engineering/Public Works\)](#)
14. [Resolution of the City Council of the City of National City authorizing the installation of Stop Control sign for the "T" intersection of Prospect Street and East 22nd Street for southbound traffic accessing East 22nd Street \(TSC No. 2020-11\). \(Engineering/Public Works\)](#)
15. [Resolution of the City Council of the City of National City authorizing the installation of 10 feet of red curb "No Parking" at the intersection of West 18th Street and Cleveland Avenue to enhance visibility at the intersection \(TSC No. 2020-12\). \(Engineering/Public Works\)](#)
16. [Warrant Register #5 for the period of 7/29/20 through 8/4/20 in the amount of \\$13,787,865.81. \(Finance\)](#)
17. [Warrant Register #6 for the period of 8/5/20 through 8/11/20 in the amount of \\$2,283,675.41. \(Finance\)](#)

PUBLIC HEARINGS: ORDINANCES AND RESOLUTIONS

18. [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee. \(City Manager\)](#)
19. [Public Hearing and Adoption of a Resolution of the City Council of the City of National City Adopting the Amended City Conflict of Interest Code which incorporates by reference the Fair Political Practices Commission's Standard Model Conflict of Interest Code in Resolution No. 2018-171. \(City Attorney\)](#)

NON CONSENT RESOLUTIONS

20. [Resolution of the City Council of the City of National City: 1\) authorizing approval for the submittal of a project application in the amount of \\$1,769,680 for West 19th Street Greenway project through the Recreational Trail and Greenways Grant Program; and 2\) authorizing the City Manager or designee](#)

[to execute the grant agreement if selected for funding. \(Engineering/Public Works\)](#)

NEW BUSINESS

21. [Temporary Use Permit - Request from UC San Diego to conduct the UC San Diego COVID-19 Vaccination Research Clinical Trial at El Toyon Park – Parking lot in front of multi-use field from Wednesday, September 16, 2020 thru October 31, 2022 with no waiver of fees. \(Neighborhood Services\)](#)
22. [Authorization for City Manager to execute a License Agreement with UC San Diego for use of the El Toyon Parking Lot to conduct a Vaccination Clinical Trial. The term of the License Agreement is 2 years consistent with the Temporary Use Permit \(TUP\) application and the rental rate is \\$5,000 per month. \(City Manager\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION - HOUSING AUTHORITY

CONSENT RESOLUTIONS - HOUSING AUTHORITY

PUBLIC HEARINGS: RESOLUTIONS - HOUSING AUTHORITY

NON CONSENT RESOLUTIONS - HOUSING AUTHORITY

NEW BUSINESS - HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

23. [City Manager Report. \(City Manager\)](#)

MAYOR AND CITY COUNCIL

CLOSED SESSION

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - October 6, 2020 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: [National Preparedness Month](#)

Please scroll down to view the backup material.

Item # ____
09/15/20

National Preparedness Month

PROCLAMATION

FROM THE OFFICE OF THE MAYOR OF NATIONAL CITY

September 2020 National Preparedness Month Proclamation

WHEREAS, San Diego County residents have experienced the effects of various disasters including devastating wildland fires, severe winter storms, and extreme summer heat, resulting in loss of life and damages costing hundreds of millions of dollars; and

WHEREAS, since March 2020 San Diego County and the rest of the United States has been battling to prevent the spread of the coronavirus (COVID-19); and

WHEREAS, Southern California has recently experienced flooding and continued extreme fire conditions that highlight the importance of disaster preparedness, both at the individual and institutional levels; and

WHEREAS, the loss of life and damage to property can be greatly reduced if appropriate emergency preparedness measures are taken before, during and after a major emergency; and

WHEREAS, the National City Fire Department has been conducting free training about fire safety, light search and rescue, team organization, and disaster medical operations/first aid to the community to become part of the Community Emergency Response Team (CERT) since 2010; and

WHEREAS, CERT members are taught to work as a team to respond to disasters that impact National City homes, businesses, and neighborhoods; and

NOW THEREFORE, the City Council of the City of National City does hereby proclaim September 2020 as:

NATIONAL PREPAREDNESS MONTH

BE IT FURTHER PROCLAIMED that the City Council of the City of National City urges all persons to join National City CERT and learn what to do before, during, and after major emergencies to mitigate injuries, loss of life, and property damage.

PASSED AND ADOPTED by the City Council of the City of National City this 15th day of September 2020.

Alejandra Sotelo-Solis
Mayor

Mona Rios
Vice Mayor

Ron Morrison
Council Member

Gonzalo Quintero
Council Member

Jerry Cano
Council Member



CALIFORNIA
NATIONAL CITY

NATIONAL CITY, CALIFORNIA • INCORPORATED 1887

The following page(s) contain the backup material for Agenda Item: [Employee of the Quarter 2020 - John A. Saour, Information Technology Analyst. \(City Manager\)](#)


Please scroll down to view the backup material.



CITY OF NATIONAL CITY
M E M O R A N D U M

DATE: September 3, 2020

TO: Brad Raulston, City Manager

FROM: Robert J. Meteau, Jr., Human Resources Director 

SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

The employee to be recognized for the 3rd Quarter of calendar year 2020 is:

John A. Saour – Information Technology Analyst

By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, September 15, 2020 to be recognized for his achievement and service.

Attachment

cc: John A. Saour
Tony Winney, Assistant City Manager
Ron Williams, IT Manager
Mayor's Confidential Assistant
Human Resources – Office File



RECEIVED

AUG 31 2020

CITY OF NATIONAL CITY
HUMAN RESOURCES DEPARTMENT

Performance Recognition Award
Nomination Form

We nominate **John Saour** for the Performance Recognition Award for the following reasons:

For his exemplary service to the City of National City. John's work ethic and commitment to providing a safe, effective and secure computing environment during these challenging times is second to none. John has worked tirelessly behind the scenes to help roll out laptops and new technologies to support a significant percentage of the City's workforce that has transitioned to telecommuting during COVID-19. He has also worked to successfully complete the following projects: 1) Microsoft Exchange Email servers and Outlook Web Access (OWA) updates; 2) Virtual Desktop Infrastructure (VDI) and VPN access to meet staff's telecommuting needs; 3) Cabling infrastructure upgrade to support the Police Department Dispatch Upgrade Project. John's can-do attitude coupled with his continued and unwavering commitment to the 7 C's makes him a prime candidate for employee of the quarter.

FORWARD COMPLETED NOMINATION TO:

National City Performance Recognition Program
Human Resources Department

Nominated by: Ron Williams and Tony Winney

Signature: *A. Williams*

Date: 8/25/20

Office of the City Manager
1243 National City Boulevard, National City, CA 91950-4397
619/336-4240 Fax 619/336-4327 www.nationalcityca.gov



The following page(s) contain the backup material for Agenda Item: [Public Health and Safety Report. \(Chief Frank Parra\)](#)

Please scroll down to view the backup material.

Item # ____

09/15/20

Public Health and Safety Report

(Chief Frank Parra)

The following page(s) contain the backup material for Agenda Item: [Capital Improvement Program \(CIP\) Update. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

Item No.

9/15/20

CAPITAL IMPROVEMENT PROGRAM (CIP) UPDATE
(ENGINEERING/PUBLIC WORKS)

The following page(s) contain the backup material for Agenda Item: [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances or Resolutions that are having a Public Hearing considered at this meeting and providing that such Ordinances or Resolutions shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)

Please scroll down to view the backup material.

Item # ____

09/15/20

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES OR RESOLUTIONS THAT ARE
HAVING A PUBLIC HEARING CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES OR RESOLUTIONS
SHALL BE INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorize waiving the bid process pursuant to National City Municipal Code Section 2.60.260 as a result of competitive bids solicited from H-GAC utilizing Contract #EE08-19 and authorizing the purchase of MSA G1 SCBAs \(Self Contained Breathing Apparatus\) from the General Fund in the amount of \\$367,095.41 for the National City Fire Department. \(Fire\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorize waiving the bid process pursuant to National City Municipal Code Section 2.60.260 as a result of competitive bids solicited from H-GAC utilizing Contract #EE08-19 and authorizing the purchase of MSA G1 SCBAs (Self Contained Breathing Apparatus) from the General Fund in the amount of \$367,095.41 for the National City Fire Department. (Fire)

PREPARED BY: Frank Parra

DEPARTMENT: Fire

PHONE: 619-336-4551

APPROVED BY: 

EXPLANATION:

As allowed by National City Municipal Code Section 2.60.260, this award will be made as a result of competitive bids solicited by the Houston-Galveston Area Council (H-GAC), where MSA Safety Sales LLC provides a 15% discount off the list price and was determined to be the lowest responsive, responsible bidder, and was awarded contract # EE08-19: Emergency Medical & Rescue Equipment for Self-Contained Breathing Apparatus, SCBA's

National City's cost will be \$337,559.00 that includes a \$70,930.04 discount (\$367,095.41 with tax). This purchase brings forward a key life-safety item that allows us to replace our SCBA masks and associated equipment that are at end of life; we are finding it increasingly difficult to find replacement parts. The SCBA bottles can no longer undergo hydrostatic testing.

The H-GAC bid fully complies with National City Municipal Code Section 2.60.260. Additional market research has been conducted to consider current pricing, other brands, other purchasing options, and it is in the City's best interest to take advantage of this opportunity.

Staff recommends the waiving of the formal bid process and authorizing the purchase of MSA G1 SCBAs from H-GAC for a budgeted amount of \$367,095.41 for the National City Fire Department.

FINANCIAL STATEMENT:

ACCOUNT NO. Ex. 001-412-125-355-0000 - \$367,095.41

Approved expenditure in FY20/21 budget.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

Not applicable.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Authorize the waiving of the formal bid process and authorizing the purchase of MSA G1 SCBAs (Self Contained Breathing Apparatus) from H-GAC utilizing Contract #EE08-19 for a budgeted amount of \$367,095.41 for the National City Fire Department.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. H-GCA Contract #EE08-19
2. H-GCA Contract Pricing Worksheet
3. Resolution

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - MSA Safety Sales, LLC - Public Services --

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and MSA Safety Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 1000 Cranberry Woods Drive, Cranberry Township, PA 16066.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

MSA Safety Sales, LLC

DocuSigned by:
Signature 
69B84E3AC38546C...

Name Eleni Lucido

Title President

Date 7/12/2019

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 7/11/2019

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - MSA Safety Sales, LLC - Public Services -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder.

Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A			
MSA Safety Sales, LLC			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19ACA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	15%
EE19HDA	MSA	MSA 2019 US Suggested List Price Book (Effective Jan 1, 2019)	5%
EE19LVA	MSA	Fire and Rescue Helmets-Effective 01/15/2019	15%



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

EE08-19

Date
Prepared:

7/15/2020

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	National City	Contractor:	BAUER COMPRESSORS Inc.
Contact Person:	Jeff Bogle	Prepared By:	Jeremiah Herterich
Phone:	619-517-9944	Phone:	510-705-3298
Fax:		Fax:	925-449-7201
Email:	JBogle@nationalcityca.gov	Email:	jeremiah.herterich@bauersf.com

Catalog / Price Sheet Name:	MSA US Suggested List Price Book
General Description of Product/ Product Code	EE19ACA - Self Contained Breathing Apparatus (SCBA)

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
30	A-G1FS442MA2C5LER, MSA G1 SCBA CONFIGURED	\$9,174.05	\$275,221.50
60	10175708, MSA 45-MIN CYLINDER, 4500PSI, LP	\$1,406.44	\$84,386.40
55	10161810, MSA G1 FACEPIECE (MED)	\$395.15	\$21,733.25
3	10175710, MSA Cylinder 60min 4500psi	\$1,729.11	\$5,187.33
Total From Other Sheets, If Any:			
Subtotal A:			\$386,528.48

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
4	10158385, 6 Bank Battery Charger	\$ 669.38	\$2,677.52
12	10148741- SP Spare Li-Ion Battery Pack	\$ 345.66	\$4,147.92
8	10162403, Fill Station Adapter	\$ 447.40	\$3,579.20
35	10083875, G1 Electronic ID Tag	\$ 40.20	\$1,407.00
2	10169711, G1 RIT System complete	\$ 4,517.84	\$9,035.68
4	10148740- SP, Battery Pack, G1, Alkaline	\$ 278.31	\$1,113.24
Total From Other Sheets, If Any:			
Subtotal B:			\$21,960.56

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.

For this transaction the percentage is:

6%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

SUBTOTAL A+B		\$408,489.04
CONTINUED CUSTOMER DISCOUNT		-\$70,930.04
POST DISCOUNT SUBTOTAL		\$337,559.00
SALES TAX 8.75%		\$29,536.41
FREIGHT/ INSTALLATION		\$0.00
Subtotal C:		\$367,095.41

Delivery Date: 11/30/2020

D. Total Purchase Price (A+B+C):

\$367,095.41

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City 1.\) authorizing the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc., by extending the length of the Agreement to June 30, 2022, 2.\) increasing the not-to-exceed amount of the agreement to \\$90,000 a fiscal year due to the demand of the continuous need for assistance with specialized tree trimming, removal, and planting services, and 3.\) delegating the City Manager authority to approve any future extensions of this Agreement. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc., extending the length of the Agreement to June 30, 2022, increasing the not-to-exceed amount of the agreement to \$90,000 a fiscal year, and delegating the City Manager authority to approve any future extensions of this Agreement, due to the demand of the continuous need for assistance with specialized tree trimming, removal, and planting services.

PREPARED BY: Tirza Gonzales, Management Analyst II **DEPARTMENT:** Engineering & Public Works
PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: **MIS**

Funds are appropriated in account # 105-416-227-299-0000 (Parks Maintenance Contract Services) for FY 2021; funding for subsequent fiscal years is dependent on future appropriations as part of annual budget.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt the resolution executing a First Amendment to the Agreement with West Coast Arborists, Inc.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. First Amendment to Agreement
2. Resolution

Explanation:

On February 18, 2020, per City Council Resolution No. 2020-24, the City of National City entered into an Agreement with West Coast Arborists, Inc., to provide as-needed specialized tree trimming, removal, and planting services to assist the City's Park Maintenance staff with addressing the growing backlog of tree trimming requests for specialized services. The original Agreement is for a not-to-exceed amount of \$90,000, and for an initial term of two years, with the option to extend for up to two, one-year extensions.

Due to the high demand and continuous need to provide these specialized services to the community in a timely manner, staff desires to amend the duration of the Agreement from January 7, 2022 to June 30, 2022 to coincide with the City's standard fiscal year and to adjust the compensation from a total not-to-exceed amount of \$90,000 through the life of the Agreement to \$90,000 per fiscal year, including any future extensions of the Agreement. The funding for the effort is dependent on future appropriations as part of department annual budget.

Staff is requesting City Council approval of a First Amendment to the Agreement with West Coast Arborists, Inc., extending the length of the Agreement to correspond with the end of the City's fiscal year of June 30, 2022, increasing the not-to-exceed amount to \$90,000 per fiscal year, and delegating City Manager the authority to approve any future extensions of this Agreement.

**FIRST AMENDMENT TO THE AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
WEST COAST ARBORISTS, INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT is entered into this 15th day of September, 2020, by and between the CITY OF NATIONAL CITY, a municipal corporation ("CITY"), and WEST COAST ARBORISTS, INC., a California corporation (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into an Agreement on February 18, 2020 ("the Agreement"), for the term of November 1, 2019 through January 7, 2022, wherein the CONTRACTOR agreed to provide Urban Forestry Maintenance Services to assist the City's Park Maintenance staff with ongoing tree trimming needs and demands, for a not-to-exceed amount of \$90,000, and an initial term of two years, with the option to extend this term for up to 2 (two), one-year extensions; and,

WHEREAS, the CITY has expended the \$90,000 not-to-exceed amount in the period of November 1, 2019 through June 30, 2020 based on the high demand of services; and,

WHEREAS, the parties desire to amend the term of the agreement by increasing the length of the agreement to June 30, 2022, corresponding with the end of the City's fiscal year and with the option to extend the term of agreement for up to 2 (two), City Fiscal one-year extensions; and,

WHEREAS, the parties desire to amend the compensation not-to-exceed during the City Fiscal year of July 1 to June 30 the amount of \$90,000 beginning with the fiscal year of July 1, 2020 based on the high demand and continuous need for specialized tree trimming, removal, and planting services, and this amended amount shall apply to any extension that is later executed.

AGREEMENT

NOW, THEREFORE, the parties hereto agree that:

1. The Agreement entered into on February 18, 2020, is amended to increase the length of the agreement January 7, 2022 to June 30, 2022, corresponding with the end of the City's fiscal year and with the option to extend the term of agreement for up to 2 (two), City Fiscal one-year extensions; and,
2. The compensation of this agreement is for an amount not not-to-exceed \$90,000 during a city fiscal year beginning with the fiscal year of July 1, 2020 based on the high demand and continuous need for specialized tree trimming, removal, and planting services, and this amended amount shall apply to any extension that is later executed; and,
3. The City Manager is authorized to approve a one year extension of this Agreement, up to 2 (two) extensions for amount not to exceed \$90,000 during a City Fiscal year.

4. The parties further agree that, with the foregoing exceptions, each and every other term and provision of the February 18, 2020 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo-Solis, Mayor

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

**WEST COAST ARBORISTS, INC., A
CALIFORNIA CORPORATION**

*(Signatures of two corporate officers
required)*

By: _____
(Name)

Patrick Mahoney
(Print)

President
(Title)

By: _____
(Name)

Richard Mahoney
(Print)

Secretary
(Title)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY 1.)
AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THE
AGREEMENT WITH WEST COAST ARBORISTS, INC., BY EXTENDING THE
LENGTH OF THE AGREEMENT TO JUNE 30, 2022, 2.) INCREASING THE NOT-TO-
EXCEED AMOUNT OF THE AGREEMENT TO \$90,000 A FISCAL YEAR, AND 3.)
DELEGATING THE CITY MANAGER AUTHORITY TO APPROVE ANY FUTURE
EXTENSIONS OF THIS AGREEMENT, DUE TO THE DEMAND OF THE
CONTINUOUS NEED FOR ASSISTANCE WITH SPECIALIZED TREE
TRIMMING, REMOVAL, AND PLANTING SERVICES**

WHEREAS, on February 18, 2020, per City Council Resolution No. 2020-24, the City of National City entered into an Agreement with West Coast Arborists, Inc., to provide as-needed specialized tree trimming, removal, and planting services to assist the City's Park Maintenance staff with addressing the growing backlog of tree trimming requests for specialized services; and

WHEREAS, the original Agreement is for a not-to-exceed amount of \$90,000, and for an initial term of two years, with the option to extend for up to two, one-year extensions; and

WHEREAS, due to the high demand and continuous need to provide these specialized services to the community in a timely manner, City staff recommends adjusting the compensation from a total not-to Exceed amount of \$90,000 through the end of the Agreement to \$90,000 per Fiscal Year, including any future extensions of the Agreement and expending the agreement from January 7, 2022 to June 30, 2022 to coincide with the City's standard fiscal year; and

WHEREAS, funding for the effort is dependent on future appropriations as part of department annual budget; and

WHEREAS, City staff is recommending City Council approval of a First Amendment to the Agreement with West Coast Arborists, Inc., extending the length of the Agreement to correspond with the end of the City's fiscal year of June 30, 2022, increasing the not-to-exceed amount to \$90,000 per fiscal year, and delegating City Manager the authority to approve any future extensions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a First Amendment to the Agreement with West Coast Arborists, Inc., by extending the length of the Agreement to June 30, 2022.

BE IT FURTHER RESOLVED, that the City Council of the City of National City hereby authorizes the increase of the not-to-exceed amount of the agreement to \$90,000 a fiscal year.

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**Resolution No. 2020 –
Page Two**

BE IT FURTHER RESOLVED, that the City Council of the City of National City hereby delegates the City Manager the authority to approve any future extensions of this Agreement, with a not-to-exceed amount of \$90,000 per fiscal year due to the demand of the continuous need for assistance with specialized tree trimming, removal, and planting services.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Geosyntec Consultants, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, environmental compliance \(includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety\); and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020


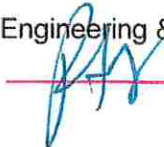
AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Geosyntec Consultants, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4318

APPROVED BY:  

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED:  **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Geosyntec Consultants, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Geosyntec Consultants Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety). See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
GEOSYNTEC CONSULTANTS, INC.**

THIS AGREEMENT is entered into on this 15th day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and GEOSYNTEC CONSULTING, INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an environmental engineering firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 15, 2020. The duration of this Agreement is for the period of September 15, 2020 through September 14, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Veryl Wittig, PG, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the

work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT's employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Veryl Wittig, PG, CHG
Senior Principal and Project Director
Geosyntec Consultants, Inc.
16644 West Bernardo Drive, Suite 301
San Diego, CA 92127

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication

sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

The CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

GEOSYNTEC CONSULTANTS, INC., A CORPORATION

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: _____
(Name)
Gregory T. Corcoran
(Print)

APPROVED AS TO FORM:

Secretary
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By: _____
(Name)
Reneo S. Johnson
(Print)
VICE PRESIDENT
(Title)



16644 West Bernardo Dr., Suite 301
 San Diego, California 92127
 PH 858.674.6559
 FAX 858.674.6586
www.geosyntec.com

10 June 2019

Roberto Yano, P.E., Deputy City Engineer
 City of National City
 Engineering & Public Works Department
 1243 National City Boulevard
 National City, CA 91950

Subject: Engineering and Environmental CIP Support that Yields Expertise and Innovation with the Added Benefit of Staff Continuity

Re: Statement of Qualifications for On-Call Project Support Services for National City's Capital Improvement Program

Dear Mr. Yano:

In response to your Request for Qualifications (RFQ) referenced above, Geosyntec Consultants, Inc. (Geosyntec) is pleased to offer specialized professional services to the City of National City (the City) in the following disciplines:

- Civil Engineering
- Construction Management & Inspections
- Engineering & Project Management
- Environmental Planning, Design & Engineering
- Environmental Compliance
- Fire Inspection Services
- Geotechnical
- Graphic Information Systems (GIS)
- Housing and Real Estate Development Services

Our Statement of Qualifications (SOQ), which fully conforms to your RFQ, describes Geosyntec's expertise, specific project experience in National City, quality of client service, local knowledge and industry leadership that we bring. We understand that direct and relevant experience such as ours, quality of service, and understanding of the unique technical challenges relevant to the City and the CIP are of paramount importance. Working with a consultant team that knows and understands the City and its engineering and environmental challenges stands to benefit the progress of CIP implementation. Toward that end, we look forward to continuing to work on behalf of National City by serving the needs of City staff through analysis of project challenges and implementation of innovative solutions.

Geosyntec has reviewed, understands, and is uniquely qualified to implement the Environmental Engineering, Planning & Design scope of services described in the RFQ. We are confident that Geosyntec fully meets and exceeds the City's selection criteria for providing professional services related to the disciplines listed above.

Geosyntec has been providing a comprehensive and cost-effective range of environmental and engineering services to the City since 2006, and we have a strong track record managing and performing similar as-needed contracts for municipal agencies and public utilities in San Diego

County and throughout Southern California. The depth and breadth of our locally-based experience will be valuable in continuing to provide exceptional service and responsiveness, and streamlining project execution and supporting City staff. We will staff this project out of our two fully self-supported offices in San Diego (Rancho Bernardo and Mission Valley) with our Mission Valley location serving as the primary project office. Geosyntec's San Diego operations are currently staffed with more than 80 locally-based professionals and technical support staff with specific expertise to serve the City's needs. Additionally, Tri-County Drilling, Acme Safety & Supply, West Coast Civil, and Torrent Laboratories are trusted DBE-certified firms that specialize in the disciplines listed on the preceding page, augment the expert capabilities of the Geosyntec Team, and will allow the Geosyntec Team to exceed the City's 6% DBE participation goal.

Mr. Veryl Wittig, who has managed many local environmental programs including our contract with the City's former Community Development Commission (CDC) and Successor Agency, will serve as the Project Director and oversee this contract. Chris Lieder who has managed several key projects for National City will be your Project Manager responsible for project delivery with excellent schedule and budget control. Chris will continue to be supported by the same qualified and experienced team of engineers, geologists, environmental specialists and support staff that has served the City since 2006. Geosyntec affirms that the staff comprising the Project Team will be available and dedicated to the City as needed; and there will be no substitutions of personnel without the approval of the City.

We look forward to continuing to deliver environmental engineering excellence as your partner and consultant. Please contact us for any additional information.

Sincerely,



Veryl Wittig, PG, CHG, QSD
Project Director
VWittig@Geosyntec.com
(858) 716-2903



Christopher Lieder, PG
Project Manager
CLieder@Geosyntec.com
(619) 810-4034

**GEOSYNTEC CONSULTANTS
RATE SCHEDULE FOR
CITY OF NATIONAL CITY, DEPARTMENT OF PUBLIC WORKS
(Updated 31 August 2020)**

<u>Engineer/Scientist</u>	<u>Rate/Hour</u>
Staff Professional	\$122
Senior Staff Professional	\$140
Professional	\$153
Project Professional	\$173
Senior Professional	\$195
Principal	\$218
Senior Principal	\$243
 <u>Field Services</u>	
Field Technician	\$ 80
Senior Field Technician	\$ 90
Site Manager	\$ 105
Construction Manager	\$ 125
Senior Construction Manager	\$ 150
 <u>Design, Graphical, and Administrative Services</u>	
Senior Drafter/Senior CADD Operator	\$128
Drafter/CADD Operator/Artist	\$113
Admin Assistant/Tech Word Processor	\$ 69
Clerical	\$ 54
 <u>General</u>	
Direct Expenses	Cost plus 0%
Subconsultant Services	Cost plus 0%
Subcontract Services	Cost plus 10%
Specialized Computer Applications (per hour)	\$ 10
Personal Automobile (per mile)	Current IRS Rate

Rates are provided on a confidential basis and are client and project specific.

Unless otherwise agreed, these rates will remain in effect for the term of the Agreement (up to 3 years).

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY,

- 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH GEOSYNTEC CONSULTANTS, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL COMPLIANCE (INCLUDES REGULATORY PERMITTING, COMPLIANCE MONITORING, INSPECTIONS AND REPORTING INVOLVING STORM WATER, WASTEWATER, AIR QUALITY, HAZARDOUS MATERIALS, AND OCCUPATIONAL HEALTH AND SAFETY); AND
- 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, staff recommends executing a three-year Agreement with Geosyntec Consultants Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and

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**Resolution No. 2020 -
Page Two**

WHEREAS, City staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement with Geosyntec Consultants Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety). Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with EnSafe Inc., for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, environmental compliance \(includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety\); and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with EnSafe Inc., for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II **DEPARTMENT:** Engineering & Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with EnSafe Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with EnSafe Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety). See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
ENSAFE INC.**

THIS AGREEMENT is entered into on this 15th day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and ENSAFE INC., a corporation (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City's Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City's CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an environmental engineering firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 15, 2020. The duration of this Agreement is for the period of September 15, 2020 through September 14, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit "A", including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit "A". Task order proposals shall include a detailed scope of work, schedule of deliverables, and a "not-to-exceed" cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the "not-to-exceed" cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Daryl Hernandez, PE, QSD, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$2,000,000. The compensation for the CONSULTANT's work shall not exceed the rates set forth in Exhibit "B". The CITY will not accept CONSULTANT "mark-ups" for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the

work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT's employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Daryl Hernandez, PE, QSD
Associate Principal
EnSafe Inc.
11545 W. Bernard Court, Suite 206
San Diego, CA 92127

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication

sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

The CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

ENSAFE INC., A CORPORATION

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: 
(Name)

Daryl P. Hernandez
(Print)

APPROVED AS TO FORM:

Associate Principa;
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By: Sharon E. Hooper
(Name)

Sharon E. Hooper
(Print)

Vice President, Contracts & Risk Management
(Title)

1. Cover Letter

June 10, 2019

Roberto Yano, P.E.
Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950

RE: Response to RFQ for On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Dear Mr. Yano:

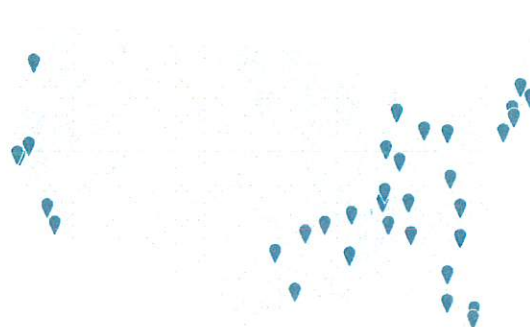
EnSafe Inc. (EnSafe) understands your needs and is excited to, once again, submit our response to the National City's Request for Qualifications for On-Call Project Support Services. Our enclosed response presents EnSafe's and our key subcontractors' combined experience relative to the scope of work and anticipated task orders. Working collaboratively over the past 19 years, we understand and appreciate the City's day-to-day challenges in achieving your overall objectives—and we have the experience, capability, and desire to ensure these objectives are met.

Brief Background of EnSafe Inc.

Founded in 1980, EnSafe is an employee-owned professional services firm with almost 400 employees nationwide from San Diego to Charleston (**Exhibit 1-1**). We are a multidisciplinary firm providing environmental, engineering, health & safety, and technology solutions.

National City has been a flagship client of EnSafe since 2005. We respect the relationship developed over the past 19 years and the trust and confidence National City has placed in EnSafe.

Exhibit 1-1 EnSafe Office Locations



Unique Attributes and Distinguishing Characteristics

EnSafe's team assigned to the City's program was selected based on individual proficiencies and direct experience with the disciplines and services in which we will support the City and community. Because our team is local and accustomed to the City and the community's unique needs, we are able to assimilate and respond with quick and effective solutions. The City is assured of streamlined professional services delivered by knowledgeable and experienced personnel with each request. Our team will work hard to produce compliant, quick, and cost-effective solutions, always striving to capitalize time without jeopardizing compliance or quality, with a constant goal to reduce unnecessary expense to the City at all times.

Why is EnSafe Interested in This RFQ?


EnSafe is proud of our past work on behalf of the City and we appreciate the opportunity to continue to provide our services in the coming years. Because of our long-lasting relationship with National City, we are confident that our Team is the City's best choice for these services. You can contact Daryl Hernandez at (858) 217-5306 or dhernandez@ensafe.com with any questions.

Sincerely,

EnSafe Inc.



By: Daryl Hernandez, PE, QSD
Associate Principal



Other environmental issues that concern National City include the City's recent inclusion as one of the Community of Portside Environmental Justice Neighborhoods, for which first-year community air quality monitoring will be conducted under Assembly Bill (AB) 617. Under AB 617, the California Air Resources Board (CARB) established the Community Air Protection Program. The purpose of this program is to establish an air emissions reduction program in environmental justice communities whose residents are vulnerable to the adverse health effects because of significant air pollution exposures.

Within National City, four Census Tracts (6073011700, 6073011601, 6073011801, and 6073022000) have been identified for air quality testing to provide more information about the level of air pollution in these census tracts. Although the Air Resources Board will be responsible for collecting, analyzing, and interpreting the air quality data, it is important that the City proactively stay abreast of the program and its results to take possible early actions that could result from recommendations for new requirements for local industrial/emission sources to reduce emissions and improve air quality.

5. Experience and Technical Competence

5.a Proposed Disciplines of Interest

- ▶ Geographic Information Systems (GIS)
- ▶ Environmental Planning, Design & Engineering (includes CEQA/NEPA, Storm Water Quality Management Plans, SWPPPs, Storm Water LID, hydrology, site assessments and remediation)
- ▶ Environmental Compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)
- ▶ Community Outreach
- ▶ Grants Management (includes researching grant opportunities, preparing grant applications, quarterly progress reports and schedule of deliverables)

5.a.1 Geographic Information Systems

GIS continues to emerge as a powerful technology for data visualization and analysis. We specialize in industry-standard GIS implementation by focusing on leveraging resources and minimizing your financial impact. Some of our core services include:

- ▶ GIS Implementation
- ▶ Enterprise GIS
- ▶ Web-based interactive mapping
- ▶ GIS training
- ▶ GIS spatial data report/query tools

2020 PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	\$85
Level 2	Scientist/Engineer	\$95
	Project Supervisor	\$105
Level 3	Project Scientist/Engineer	\$120
	Project Manager	\$130
Level 4	Project Manager, Senior Scientist/Engineer	\$150
Level 5	Senior Project Manager	\$170
Level 6	Senior Project Director	\$185
Level 7	Associate Principal	\$225
	Principal	\$245
Level 8	Senior Principal	\$305
TECHNICIANS		PER HOUR
	Technician	\$70
	Senior Technician	\$90
ADMINISTRATIVE SUPPORT		PER HOUR
	Report Specialist	\$53

Note:

Fees for litigation or acquisition support are negotiated on an individual basis. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH ENSAFE INC., FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL COMPLIANCE (INCLUDES REGULATORY PERMITTING, COMPLIANCE MONITORING, INSPECTIONS AND REPORTING INVOLVING STORM WATER, WASTEWATER, AIR QUALITY, HAZARDOUS MATERIALS, AND OCCUPATIONAL HEALTH AND SAFETY); AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, staff recommends executing a three-year Agreement with EnSafe Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and

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**Resolution No. 2020 -
Page Two**

WHEREAS, City staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement with EnSafe Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety). Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City, 1\) authorizing the Mayor to execute a three-year Agreement with D-MAX Engineering, Inc., for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, environmental compliance \(includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety\); and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with D-MAX Engineering, Inc., for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II

DEPARTMENT: Engineering & Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with D-MAX Engineering, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with D-MAX Engineering Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety). See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
D-MAX ENGINEERING, INC.**

THIS AGREEMENT is entered into on this 15th day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and D-MAX ENGINEERING, INC., a corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City’s Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City’s CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is an environmental engineering firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 15, 2020. The duration of this Agreement is for the period of September 15, 2020 through September 14, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”, including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety).

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit “A”. Task order proposals shall include a detailed scope of work, schedule of deliverables, and a “not-to-exceed” cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the “not-to-exceed” cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Arsalan Dadkhah, Ph.D., PE, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “A” shall not exceed \$2,000,000. The compensation for the CONSULTANT’s work shall not exceed the rates set forth in Exhibit “B”. The CITY will not accept CONSULTANT “mark-ups” for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “A”, as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the

work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by

CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any

reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. EMPLOYEE PAYMENTS AND INDEMNIFICATION.

A. PERS Eligibility Indemnification. If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. Limitation of CITY Liability. The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. Indemnification for Employee Payments. CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. WORKERS' COMPENSATION. The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or

recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’s employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Arsalan Dadkhah, Ph.D., PE
Principal
D-MAX Engineering, Inc.
7220 Trade Street, Suite 119
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication

sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

The CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY


By: _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

D-MAX ENGINEERING, INC., A CORPORATION

(Corporation – signatures of two corporate officers required)

By: _____
(Name)

Arsalan Dadkhah
(Print)

President
(Title)

By: _____
(Name)

John Quenzer
(Print)

Secretary
(Title)

D-MAX Engineering, Inc.

Consultants in Water & Environmental Sciences

June 10, 2019

Mr. Roberto Yano, P.E.
Deputy City Engineer
City of National City, Department of Engineering and Public Works
1243 National City Boulevard
National City, CA 91950

Re: Request for Qualifications for On-Call Project Support Services for National City's Capital Improvement Program

Dear Mr. Yano:

In response to your Request for Qualifications (RFQ) dated May 1, 2019, D-MAX Engineering, Inc. (D-MAX) is pleased to submit this Statement of Qualifications (SOQ). We are proposing to assist the City of National City (City) with the following disciplines: **Environmental Planning, Design & Engineering; Environmental Compliance; Grants Management; and Geographic Information Systems (GIS)**. Highlights of our qualifications are listed below.

- D-MAX has over 20 years of experience with the City. We have acquired in-depth knowledge of the City's development and construction requirements, local businesses, drainage patterns and design, biological resources, and areas of particular concern to members of the community. Our experience results in higher quality and more cost effective work while requiring less City staff time to manage work assigned to us.
- We have a proven track record of keeping the City in compliance with ever-changing environmental requirements and have established good relationships with regulators.
- We have helped bring nearly \$7 million in grant funding to the City for projects that improve water quality through Low Impact Development (LID) and are consistent with the City's vision for more walkable, smart growth communities.
- National City is and will continue to be a top priority for D-MAX. Our key staff are committed to this project for the duration of the contract. We also have a proven record of completing emergency and unexpected tasks for the City on very short turn around.
- The D-MAX team completes storm water, wastewater, and other environmental requirements for public agencies throughout Southern California and brings lessons learned from those projects and our relationships with regulatory agency staff to the City.
- D-MAX is a small local business, which allows us to maintain low overhead and provide our clients with highly qualified environmental professionals at affordable rates. Our team also includes several specialized subconsultants, including four DBEs.

In our years working with the City we have seen many excellent projects designed and delivered. We are excited to continue to work with the City to complete projects that improve environmental quality and overall quality of life for the community. We are confident that our familiarity with the City enables us to provide you with superior service at the best value. If you have any questions, please feel free to contact me at (858) 586-6600, extension 22.

Sincerely,
D-MAX Engineering, Inc.

A handwritten signature in blue ink, reading "Arsalan Dadkhah".

Arsalan Dadkhah, Ph.D., P.E., Principal

Executive Summary

D-MAX Engineering, Inc. (D-MAX) has provided environmental consulting services to 20 Southern California municipalities, including the City of National City (City), since 1996. Our main areas of expertise are storm water and wastewater regulations, and we are very familiar with storm water and wastewater requirements and procedures both in the City of National City and the San Diego region. We have also included the following subconsultants on our team to ensure the City has access to a range of services as follows:

- **Action Research (DBE):** Education and outreach services
- **Dudek:** Planning and design, regulatory permitting, CEQA/NEPA, and hazardous materials services
- **Sampo Engineering, Inc. (DBE):** Surveying services
- **SCST:** Geotechnical engineering services
- **Minnali Engineering (DBE):** Constructability reviews and cost estimation services
- **West Coast Civil (DBE):** Civil engineering and design services

D-MAX is proposing on the following disciplines listed in the RFQ: **Environmental Planning, Design & Engineering; Environmental Compliance; Grant Management; and Geographic Information Systems (GIS)**. D-MAX does not take any exceptions to the RFQ or the requirements stated within. We understand that no addenda have been issued for the RFQ.

Familiarity with the Local Environment

D-MAX draws upon its intimate knowledge of the City, its community, its long-range plans, and its hardships to develop and hone its approach to every task. We work to ensure all our actions, from selection of projects to include in grant applications, to interactions with developer or the business community, both support the City's best interests and reflect its goals. We have also worked with the City to identify cost-saving practices and continually work to streamline and modernize its programs and procedures.

Experience and Technical Competence

Mr. John Quenzer will be our project manager. He has served in this same role since 2006, and he has 15 years of experience working on projects for the City of National City. Together with his highly qualified and experienced Task Leads, supporting staff, and subcontractors, the D-MAX team has extensive experience across the selected disciplines. D-MAX has completed similar services for the City of National City and many other jurisdictions in the San Diego region over the past 23 years. Our qualifications in each discipline are summarized below.

- **Environmental Planning, Design & Engineering**
 - Our team has completed numerous environmental documents in compliance with CEQA, NEPA, the federal Clean Water Act, the federal Endangered Species Act, California Fish and Wildlife Code, the National Historic Preservation Act, and other applicable statutes and regulations to support CIPs across the region and the State.
 - D-MAX has completed more than 950 water quality and drainage study reviews. We recognize that development is crucial for any municipality, and that need must be balanced with permit requirements, stand up to scrutiny from environmental groups, and serve the City's overall goals.
 - We have regularly prepared construction SWPPPs for City CIPs.

- We have performed hydraulic and hydrologic evaluations for CIPs using modeling software such as Army Corps of Engineers' HEC-RAS, HEC-HMS, USEPA Storm Water Management Model (SWMM).
- Our team includes a full set of firms needed to execute environmentally focused CIPs, including survey, geotechnical assessments, and preparing plans and specifications.

■ **Environmental Compliance**

- D-MAX is recognized as a leader in San Diego region storm water program planning and implementation. We have written Jurisdictional Runoff Management Plans for over half the municipalities in San Diego County, have completed 190 water quality monitoring programs and over 40,000 inspections, and regularly represent our clients in audits and other negotiations with regulatory agencies.
- D-MAX has provided wastewater inspections, Sanitary Sewer Management Plan updates, and sampling in response to the Sanitary Sewer Overflows.
- Our team has experience performing biological monitoring, preparing restoration plans, and providing hazardous materials management, health risk assessments, hydrogeological investigations, Phase I and II environmental site assessments (ESAs), and contaminated site investigation and remediation.

■ **Grants Management**

- Our team has contributed to successful grant applications totaling nearly \$15 million for the cities of National City, La Mesa, Santee, and El Cajon. These grants have provided funding for projects that improve City assets, the environment, and the quality of life for City residents.
- We have worked closely with our clients on project scopes, budgets, schedules, designs, reporting, and assessments, including effectiveness monitoring.
- Our team includes an experienced construction manager to assess project feasibility and review cost estimates. This increases the likelihood of grant awards and helps the City successfully deliver the proposed projects on time and on budget.

■ **Geographic Information Systems (GIS)**

- Our team has provided our clients with a wide variety of data management, analysis, and mapping services, including web-based tools, to save time and budget.

Financial Management and Accounting Systems

Maintaining a modern, high quality financial management and accounting system is an important tool in providing good customer service. The systems used at D-MAX allow our project and task managers access to numerous reports on project billing and budget status on a near real-time basis, supporting a seamless partnership with our subconsultants and clients.

Conclusions

We are confident that our team's experience will enable us to support the City by providing prompt, quality, innovative, and cost-effective service in the areas of Environmental Planning, Engineering & Design; Environmental Compliance; Grants Management; and GIS. We have enjoyed working with the City of National City for more than two decades, and we would be honored to continue working with the City on this interesting project.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant D-Max Engineering, Inc. ☒ Prime Consultant ☐ Subconsultant ☐ 2nd Tier SubconsultantProject No. _____ Contract No. _____ Participation Amount \$ _____ Date 9/4/2020

For Combined Rate	Fringe Benefit % (37.27%) + General & Administrative % (112.68%)	=	149.95%	Combined ICR%
OR				
For Home Office Rate	Fringe Benefit % + General & Administrative %	=		Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=		Field Office ICR%
Fee = 10.00%				

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate ⁴	% or \$ Increase	Hourly Range - for Classifications Only
	Straight ³	OT(1.5x)	OT(2x)	From	To			
Word Processor	\$67.41	\$101.12	\$134.83	1/1/2020	12/31/2020	\$24.52		\$20.19 - \$28.85
	\$69.44	\$104.16	\$138.87	1/1/2021	12/31/2021		3%	
	\$71.52	\$107.28	\$143.04	1/1/2022	12/31/2022		3%	
	\$73.67	\$110.50	\$147.33	1/1/2023	12/31/2023		3%	
Technician	\$70.06	\$105.09	\$140.12	1/1/2020	12/31/2020	\$25.48		\$22.12 - \$28.85
	\$72.16	\$108.24	\$144.32	1/1/2021	12/31/2021		3%	
	\$74.32	\$111.49	\$148.65	1/1/2022	12/31/2022		3%	
	\$76.55	\$114.83	\$153.11	1/1/2023	12/31/2023		3%	

Senior Technician	\$81.29	\$121.94	\$162.59	1/1/2020	12/31/2020	\$29.57		\$25.48 - \$33.65
	\$83.73	\$125.60	\$167.47	1/1/2021	12/31/2021		3%	
	\$86.24	\$129.37	\$172.49	1/1/2022	12/31/2022		3%	
	\$88.83	\$133.25	\$177.66	1/1/2023	12/31/2023		3%	
Staff Scientist	\$92.20	\$138.30	\$184.40	1/1/2020	12/31/2020	\$33.53		\$30.53 - \$36.54
	\$94.97	\$142.45	\$189.93	1/1/2021	12/31/2021		3%	
	\$97.81	\$146.72	\$195.63	1/1/2022	12/31/2022		3%	
	\$100.75	\$151.12	\$201.50	1/1/2023	12/31/2023		3%	
Staff Scientist II	\$105.09	\$157.63	\$210.17	1/1/2020	12/31/2020	\$38.22		\$35.58 - \$40.87
	\$108.24	\$162.36	\$216.48	1/1/2021	12/31/2021		3%	
	\$111.49	\$167.23	\$222.97	1/1/2022	12/31/2022		3%	
	\$114.83	\$172.25	\$229.66	1/1/2023	12/31/2023		3%	
Assistant Project Scientist	\$120.29	\$180.43	\$240.58	1/1/2020	12/31/2020	\$43.75		\$39.42 - \$48.08
	\$123.90	\$185.85	\$247.79	1/1/2021	12/31/2021		3%	
	\$127.61	\$191.42	\$255.23	1/1/2022	12/31/2022		3%	
	\$131.44	\$197.16	\$262.88	1/1/2023	12/31/2023		3%	
Project Scientist	\$137.47	\$206.21	\$274.95	1/1/2020	12/31/2020	\$50.00		\$42.31 - \$57.69
	\$141.60	\$212.40	\$283.19	1/1/2021	12/31/2021		3%	
	\$145.84	\$218.77	\$291.69	1/1/2022	12/31/2022		3%	
	\$150.22	\$225.33	\$300.44	1/1/2023	12/31/2023		3%	
Senior Scientist	\$155.32	\$232.98	\$310.63	1/1/2020	12/31/2020	\$56.49		\$48.08 - \$64.90
	\$159.98	\$239.97	\$319.95	1/1/2021	12/31/2021		3%	
	\$164.78	\$247.16	\$329.55	1/1/2022	12/31/2022		3%	
	\$169.72	\$254.58	\$339.44	1/1/2023	12/31/2023		3%	
Principal Scientist	\$188.36	\$282.55	\$376.73	1/1/2020	12/31/2020	\$68.51		\$62.50 - \$74.52
	\$194.01	\$291.02	\$388.03	1/1/2021	12/31/2021		3%	
	\$199.84	\$299.75	\$399.67	1/1/2022	12/31/2022		3%	
	\$205.83	\$308.75	\$411.66	1/1/2023	12/31/2023		3%	

Staff Engineer	\$98.81	\$148.21	\$197.62	1/1/2020	12/31/2020	\$35.94		\$32.93 - \$38.94
	\$101.77	\$152.66	\$203.55	1/1/2021	12/31/2021		3%	
	\$104.83	\$157.24	\$209.65	1/1/2022	12/31/2022		3%	
	\$107.97	\$161.96	\$215.94	1/1/2023	12/31/2023		3%	
Staff Engineer II	\$111.70	\$167.54	\$223.39	1/1/2020	12/31/2020	\$40.63		\$37.98 - \$43.27
	\$115.05	\$172.57	\$230.09	1/1/2021	12/31/2021		3%	
	\$118.50	\$177.75	\$237.00	1/1/2022	12/31/2022		3%	
	\$122.05	\$183.08	\$244.11	1/1/2023	12/31/2023		3%	
Assistant Project Engineer	\$130.20	\$195.30	\$260.40	1/1/2020	12/31/2020	\$47.36		\$41.83 - \$52.88
	\$134.11	\$201.16	\$268.22	1/1/2021	12/31/2021		3%	
	\$138.13	\$207.20	\$276.26	1/1/2022	12/31/2022		3%	
	\$142.28	\$213.41	\$284.55	1/1/2023	12/31/2023		3%	
Project Engineer	\$141.44	\$212.16	\$282.88	1/1/2020	12/31/2020	\$51.44		\$45.19 - \$57.69
	\$145.68	\$218.52	\$291.36	1/1/2021	12/31/2021		3%	
	\$150.05	\$225.08	\$300.10	1/1/2022	12/31/2022		3%	
	\$154.55	\$231.83	\$309.11	1/1/2023	12/31/2023		3%	
Senior Engineer	\$161.93	\$242.89	\$323.85	1/1/2020	12/31/2020	\$58.89		\$50.48 - \$67.31
	\$166.78	\$250.18	\$333.57	1/1/2021	12/31/2021		3%	
	\$171.79	\$257.68	\$343.58	1/1/2022	12/31/2022		3%	
	\$176.94	\$265.41	\$353.88	1/1/2023	12/31/2023		3%	
Principal Engineer	\$194.97	\$292.46	\$389.95	1/1/2020	12/31/2020	\$70.91		\$64.90 - \$76.92
	\$200.82	\$301.23	\$401.64	1/1/2021	12/31/2021		3%	
	\$206.85	\$310.27	\$413.69	1/1/2022	12/31/2022		3%	
	\$213.05	\$319.58	\$426.10	1/1/2023	12/31/2023		3%	

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant D-Max Engineering, Inc. ☒ Prime Consultant ☐ Subconsultant

Project No. _____ Contract No. _____ Date 8/31/2020

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ IRS rate	<p style="text-align: center;">Will be billed at cost. Estimated ODCs will be provided with task order scope/cost proposals as applicable.</p>
Equipment Rental and Supplies			\$	
Permit Fees			\$	
Plan Sheets			\$	
Test			\$	
Vehicle			\$	
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL**Certification of Direct Costs:**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: Arsalan Dadkhah Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 09/4/2020

Email: arsalan@dmxinc.com Phone Number: 858.586.6600 x 22

Address: 7220 Trade Street, Suite 119, San Diego, CA 92121

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety)

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1)
AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH D-
MAX ENGINEERING, INC., FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO
PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S
CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO,
ENVIRONMENTAL COMPLIANCE (INCLUDES REGULATORY PERMITTING,
COMPLIANCE MONITORING, INSPECTIONS AND REPORTING INVOLVING STORM
WATER, WASTEWATER, AIR QUALITY, HAZARDOUS MATERIALS, AND
OCCUPATIONAL HEALTH AND SAFETY); AND 2) AUTHORIZING THE CITY
MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL
AGREEMENTS, AS MAY BE REQUIRED FOR
GRANT FUNDED PROJECTS**

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, staff recommends executing a three-year Agreement with D-MAX Engineering Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety); and

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**Resolution No. 2020 -
Page Two**

WHEREAS, City staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement with D-MAX Engineering Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, environmental compliance (includes regulatory permitting, compliance monitoring, inspections and reporting involving storm water, wastewater, air quality, hazardous materials, and occupational health and safety). Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Randall Lamb Associates, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, mechanical engineering and as-needed facilities needs; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Randall Lamb Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, mechanical engineering and as-needed facilities needs; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II

PHONE: 619-336-4318

DEPARTMENT: Engineering & Public Works

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with Randall Lamb Associates, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Randall Lamb Associates Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, mechanical engineering. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
RANDALL LAMB ASSOCIATES, INC.**

THIS AGREEMENT is entered into on this 15th day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and RANDALL LAMB ASSOCIATES, INC., a corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City’s Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City’s CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is a mechanical engineering firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 15, 2020. The duration of this Agreement is for the period of September 15, 2020 through September 14, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”, including, but not limited to, mechanical engineering.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit “A”. Task order proposals shall include a detailed scope of work, schedule of deliverables, and a “not-to-exceed” cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the “not-to-exceed” cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Gary Eastley, PE, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “A” shall not exceed \$2,000,000. The compensation for the CONSULTANT’s work shall not exceed the rates set forth in Exhibit “B”. The CITY will not accept CONSULTANT “mark-ups” for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “A”, as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten

(10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’s employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category

rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the

CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Gary Eastley, PE, LEED AP
Principal-in-Charge
Randall Lamb Associates, Inc.
P.O. Box 2569
La Mesa, CA 91943

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

The CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

By: _____
Alejandra Sotelo Solis, Mayor

APPROVED AS TO FORM:

By: _____
Angil P. Morris-Jones
City Attorney

RANDALL LAMB ASSOCIATES, INC., A CORPORATION

(Corporation – signatures of two corporate officers required)

By: 
(Name)

Gary Eastley
(Print)

Executive Vice President
(Title)

By: 
(Name)

Aaron Parkington
(Print)

CFO
(Title)

4757 Palm Avenue, La Mesa, CA 91942-9252
(619) 713-5700 PH | (619) 713-5701 FAX
www.RandallLamb.com

Integrated Services – MEP Engineering | Technical Services | Building Science | Building Commissioning | Clean Energy Solutions | Energy Services
SAN DIEGO | SAN FRANCISCO



RANDALL LAMB

June 7, 2019

Stephen Manganiello, *Director of Public Works/City Engineer*
City of National City, Department of Engineering & Public Works
1243 National City Boulevard
National City, CA 91950

Subject: Request for Qualifications; On-Call Project Support Services for National City's Capital Improvement Program (CIP)

Dear Mr. Manganiello,

As you know, Randall Lamb has had the privilege of working with the **City of National City** on several on-call tasks during the past 5 years. Our MEP engineering staff have developed healthy relationships with the Dept. of Engineering and Public Works and we trust that our implementation of the various studies and upgrades have met with the City's approval.

Our breadth of MEP experience with additional municipalities across San Diego is vast, including engineering infrastructure upgrades, agency facilities and data centers, recreational centers, streetscape improvements and multi-family housing site infrastructure projects that the City is anticipating for their CIP. In addition, we offer commissioning and air barrier auditing and testing services should that need arise. We are unique in providing air barrier testing in San Diego County.

Providing excellent client service is our mission and the reason why we enjoy a high repeat client base. We pride ourselves in offering solid engineering combined with a collaborative and sustainable approach on all of our projects. Our experienced team is eager to join the City of National City again in its quest to successfully deliver its major public improvements.

Sincerely,

Gary A. Eastley
Principal-in-Charge
(619) 713-5713

Enclosures



Teamwork, communication and experience form the foundation of all successful projects. As **mechanical, electrical and plumbing (MEP) engineers**, award-winning Randall Lamb builds on that foundation by designing the critical systems that support a building's aesthetics, efficiency and sustainability. We develop synergistic relationships with the entire design team, from inception to construction. Headquartered in San Diego since 1974, Randall Lamb expanded to San Francisco in 1986. Our 45 year history includes a strong portfolio in the following markets: Public agencies/military, healthcare, science & technology, education, commercial, hospitality and mission critical.

Federal and Public Agencies

Federal agencies, municipalities and other public agencies – including the City of National City - have counted on Randall Lamb for reliable mechanical and electrical engineering solutions for their facilities that include offices, recreation facilities, corporation yards, hangars, courts and detention facilities, and bachelor enlisted quarters. Randall Lamb has provided on-call services for National City as well as Federal MEP indefinite quantity contracts for the GSA, Region 9, Southwest Division NavFac Engineering Command, and the Veteran's Administration.

Integrated Services

In addition to traditional MEP engineering and design, Randall Lamb provides professional services to our clients that look toward a sustainable future. Briefly, these services include the following:

Sustainable Design


In all areas of design, Randall Lamb has held itself to the highest standard of environmental stewardship and responsibility. Sustainable design requires careful consideration of the long-term environmental and economic impacts of a building or facility during its planning, design, construction, commissioning and occupancy. Randall Lamb's ability to understand the whole building process has put our firm at the forefront of sustainable design. Our belief is that sustainability is more than just a trend, but rather, the best way to do business. Randall Lamb has prepared a multitude of energy analyses and worked with owners and architects at developing plans to cut their energy consumption and/or use alternative sources. Even in projects where sustainability is not a driving feature, Randall Lamb offers innovative solutions to very real problems, resulting in more efficient design and practices.

Commissioning Services (optional)

Building Commissioning for new construction documents and confirms that building systems function as intended; Retro-commissioning for existing buildings investigates, analyses, and optimizes the operation of these building systems for continued performance over time. Randall Lamb offers both.

Air Barrier Auditing (optional)

Effective July 1, 2014, the State of California requires air barriers in all nonresidential, commercial, high-rise residential and all hotel/motel occupancies in order to alleviate uncontrolled air leakage and increased energy usage into and out of a building. This includes the roof, wall and floor systems that surround the space being heated and cooled. Randall Lamb offers Building Envelope Consulting, Air Barrier Testing and Thermal Imaging Services to verify performance and troubleshoot air barrier systems. The following matrix summarizes the disciplines that are included in this SOQ, however it is understood that we would not be involved in MEP as well as Air Barrier & Commissioning on a single project:

	Mechanical/Plumbing Engineering	Electrical Engineering	Air Barrier &/or Commissioning
 RANDALL LAMB	X	X	X



RANDALL LAMB

P.O. Box 2569, La Mesa, CA 91943
 (619) 713-5700 PH | (619) 713-5701 FAX
 www.RandallLamb.com

Integrated Services – MEP Engineering | Technical Services | Building Science | Building Commissioning | Clean Energy Solutions | Energy Services
 SAN DIEGO | SAN FRANCISCO

BILLING RATE SCHEDULE

Principal	\$250.00/hour
Senior Project Manager	\$200.00/hour
Project Manager	\$175.00/hour
Senior Engineer	\$150.00/hour
Project Designer	\$150.00/hour
Engineer	\$125.00/hour
Senior Designer	\$125.00/hour
Designer	\$100.00/hour
CAD Drafter	\$75.00/hour
Administrative	\$65.00/hour

Travel time at the client's request will be charged at the hourly rates specified above. The maximum travel time charge per day will be eight hours.

Reimbursable automobile mileage will be billed at \$0.580 per mile.

This rate schedule is effective through September 14, 2023 and may be revised after that date without notice.

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1)
AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH
RANDALL LAMB ASSOCIATES, INC. FOR A NOT-TO-EXCEED AMOUNT OF
\$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR
NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT
NOT LIMITED TO, MECHANICAL ENGINEERING AND AS-NEEDED FACILITIES
NEEDS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-
SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED
FOR GRANT FUNDED PROJECTS**

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, staff recommends executing a three-year Agreement with Randall Lamb Associates Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, mechanical engineering; and

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**Resolution No. 2020 -
Page Two**

WHEREAS, City staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement with Randall Lamb Associates Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, mechanical engineering. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing the Mayor to execute a three-year Agreement with Shadpour Consulting Engineers, Inc. dba SC Engineers, Inc. for a not-to-exceed amount of \\$2,000,000 to provide on-call project support services for National City's Capital Improvement Program \(CIP\), including, but not limited to, mechanical engineering and as-needed facilities needs; and 2\) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing the Mayor to execute a three-year Agreement with Shadpour Consulting Engineers, Inc. dba SC Engineers, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program (CIP), including, but not limited to, mechanical engineering and as-needed facilities needs; and 2) authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

PREPARED BY: Tirza Gonzales, Management Analyst II

DEPARTMENT: Engineering & Public Works

PHONE: 619-336-4318

APPROVED BY: 

EXPLANATION:

See staff report.

FINANCIAL STATEMENT:

APPROVED: _____ **FINANCE**

ACCOUNT NO.

APPROVED: _____ **MIS**

Funds are appropriated in various CIP accounts for FY 2021; funding for subsequent fiscal years is dependent on future CIP appropriations as part of annual budget and/or future grant awards

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Adopt Resolution executing an Agreement with SC Engineers, Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation
2. Agreement
3. Resolution

Explanation:

National City's Capital Improvement Program (CIP) estimates approximately \$80 million in capital needs over the next five years. Projects include, for example, corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development (LID) measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities.

In order to successfully design, manage, and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for various engineering, architectural, and construction support services on May 1, 2019. Additional services requested via the RFQ include, for example, plan and map reviews, preparation of plat and legal descriptions, sewer system management and financial administration, housing and real estate development services, Building Department support services, and environmental compliance involving storm water, wastewater and hazardous materials.

The RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms, and also advertised on PlanetBids where over 400 firms were notified. Additionally, the City hosted an Information Session regarding the RFQ process on May 14, 2019 at the MLK Jr. Community Center, which was attended by over 100 people. The Department received 71 Statement of Qualifications (SOQs) from various firms by the June 10, 2019 deadline. Copies of the SOQs received are available in the Office of the City Engineer.

Based on the strength of their SOQ, interview, and past performance, staff recommends executing a three-year Agreement (with the option to extend for two, one year extensions) with Shadpour Consulting Engineers, Inc. dba SC Engineers Inc. for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's CIP, including, but not limited to, mechanical engineering. See Exhibit "A" for general scope of work and Exhibit "B" for schedule of fees. Services will be provided "as-needed" based on available funding and capital priorities.

In addition, staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects. These supplemental agreements would reference the terms and conditions of the attached master on-call Agreement, while incorporating additional project-specific grant requirements for use of consultant support services. Authorization to accept and appropriate grant funds, and execute grant agreements with the awarding agency (e.g. Caltrans, SANDAG, etc.) would still require separate City Council action.

**AGREEMENT
BETWEEN
THE CITY OF NATIONAL CITY
AND
SHADPOUR CONSULTING ENGINEERS, INC.
dba SC ENGINEERS, INC.**

THIS AGREEMENT is entered into on this 15th day of September, 2020, between the CITY OF NATIONAL CITY, a municipal corporation (the “CITY”), and SHADPOUR CONSULTING ENGINEERS, INC., dba SC ENGINEERS, INC., a California corporation (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide on-call project support services for National City’s Capital Improvement Program (CIP);

WHEREAS, on May 1, 2019, the Engineering & Public Works Department advertised a Request for Qualifications (RFQ) for on-call project support services for National City’s CIP;

WHEREAS, on June 10, 2019, the CONSULTANT submitted a Statement of Qualifications (SOQ) in response to the RFQ, consistent with the requirements of the RFQ;

WHEREAS, the CITY has determined that the CONSULTANT is a mechanical engineering firm; and

WHEREAS, based on evaluation of the CONSULTANT SOQ and interview, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide on-call CIP project support services for the CITY, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on September 15, 2020. The duration of this Agreement is for the period of September 15, 2020 through September 14, 2023. This Agreement may be extended by mutual agreement upon the same terms and conditions for an additional one (1) year term. The Parties may exercise up to two one-year extensions. Any extension of this Agreement must be approved in writing by the City Council.

3. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in the attached Exhibit “A”, including, but not limited to, mechanical engineering.

The CONSULTANT will be expected to submit proposals for individual task orders in a timely manner, consistent with the general scope of services described in Exhibit “A”. Task order proposals shall include a detailed scope of work, schedule of deliverables, and a “not-to-exceed” cost estimate. The Project Coordinator will issue a Notice to Proceed upon approval of each individual task order. After issuance of a Notice to Proceed for each individual task order, the CONSULTANT will only receive compensation for actual work performed, on a time-and-materials basis, consistent with the detailed scope of work, and within the limits of the “not-to-exceed” cost estimate.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The City Engineer/Director of Public Works hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Frank Shadpour, PE, thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit “A” shall not exceed \$2,000,000. The compensation for the CONSULTANT’s work shall not exceed the rates set forth in Exhibit “B”. The CITY will not accept CONSULTANT “mark-ups” for services provided by SUBCONSULTANTS.

Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit “A”, as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten

(10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall: (1) be free from defects; (2) become the property of the CITY for use with respect to this project; and (3) shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT's written work product for the CITY's purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT's employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement, nor any interest herein, may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY, nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT, or the CONSULTANT's agents, servants, or employees are not in any manner agents, servants, or employees of the CITY. The CONSULTANT and its agents, servants, and employees are wholly independent from the CITY and CONSULTANT's obligations to the CITY are solely prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. CONSULTANT must promptly produce a copy of any such license, permit, or approval to CITY upon request. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** To the maximum extent provided by law, the CONSULTANT agrees to defend, indemnify, and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT's negligence, recklessness, or willful misconduct in the performance of this Agreement. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **EMPLOYEE PAYMENTS AND INDEMNIFICATION.**

A. **PERS Eligibility Indemnification.** If CONTRACTOR's employee(s) providing services under this Agreement claims, or is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

CONTRACTOR's employees providing service under this Agreement shall not: (1) qualify for any compensation and benefit under PERS; (2) be entitled to any benefits under PERS; (3) enroll in PERS as an employee of CITY; (4) receive any employer contributions paid by CITY for PERS benefits; or (5) be entitled to any other PERS-related benefit that would accrue to a CITY employee. CONTRACTOR's employees hereby waive any claims to benefits or compensation described in this Section 16. This Section 16 applies to CONTRACTOR notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary.

B. **Limitation of CITY Liability.** The payment made to CONTRACTOR under this Agreement shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither CONTRACTOR nor CONTRACTOR's officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to CITY employees. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

C. **Indemnification for Employee Payments.** CONTRACTOR agrees to defend and indemnify the CITY for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to PERS, social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of (1) CONTRACTOR, (2) any employee of CONTRACTOR, or (3) any employee of CONTRACTOR construed to be an employee of the CITY, for work performed under this Agreement. This is a continuing obligation that survives the termination of this Agreement.

17. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

18. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this “project” or “location”. The “project” or “location” should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers’ Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT’s employees and employers’ liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers’ Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY’s Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a “claims made” rather than “occurrence” form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the “retro” date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder’s alphabetic and financial size category

rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY's Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent List of Approved Surplus Line Insurers ("LASLI") and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY's Risk Manager. If the CONSULTANT does not keep all insurance policies required by this Section 18 in full force and effect at all times during the term of this Agreement, the CITY may treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY. CITY reserves the right to modify the insurance requirements of this Section 18, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

19. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

20. **TERMINATION.**

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the

CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To CITY: Roberto Yano
City Engineer/Director of Public Works
Engineering & Public Works Department
City of National City
1243 National City Boulevard
National City, CA 91950-4397

To CONSULTANT:
Frank Shadpour, PE, CxA, LEED AP
Principal
SC Engineers, Inc.
17075 Via Del Campo
San Diego, CA 92127

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT**

OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

The CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 22 by the CONSULTANT.

23. **PREVAILING WAGES.** State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

24. **ADMINISTRATIVE PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Assignment & Assumption of Rights.* CONSULTANT shall not assign this Agreement, in whole or in part, to any other party without first obtaining the written consent of CITY.

H. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

I. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any legal action arising under this Agreement shall be in either state or federal court in the County of San Diego, State of California.

J. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

K. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

L. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

M. *Subcontractors or Subconsultants.* The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 18 and the indemnification and hold harmless provision of Section 15 of this Agreement.

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N. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**SHADPOUR CONSULTING ENGINEERS
INC., DBA SC ENGINEERS, INC., A
CALIFORNIA CORPORATION**

(Corporation – signatures of two corporate officers required)

By: _____
Alejandra Sotelo Solis, Mayor

By: Frank Shadpour
(Name)

Frank Shadpour, PE, CxA, LEED AP
(Print)

APPROVED AS TO FORM:

Principal
(Title)

By: _____
Angil P. Morris-Jones
City Attorney

By: Joe Kilcoyne
(Name)

Joseph Kilcoyne, PE, CxA
(Print)

Principal
(Title)



Principals:
Frank Shadpour, PE
Jeremy Clifton, PE
Edward Lehman, PE
Lyle Willis, PE
Joseph Kilcoyne, PE
Justin Dolley, PE
Stefanie Johnson

June 10, 2019

Mr. Roberto Yano, P.E.
Deputy City Engineer
City of National City
Engineering & Public Works Department
1243 National City Boulevard
National City, CA 91950

RE: RFQ On-Call Project Support Services for National City's CIP

Dear Mr. Yano,

SC Engineers is a consulting engineering and planning firm providing expertise in Mechanical Engineering. Having served as the Mechanical Engineer for numerous government facilities, we fully understand your need for a proven Services Provider and are confident in our ability to effectively and efficiently address your requirements.

What benefits does SC Engineers bring to the City of National City?

- ✓ **Unparalleled Expertise** – SC Engineers brings unparalleled mechanical engineering knowledge and expertise to the contract. Our senior, registered engineers share years of mutual experience in providing innovative solutions that emphasize redundancy, maintainability, operational flexibility, energy efficiency, occupant comfort, and safety. We have provided such services for hundreds of similar projects as identified in the RFQ and currently serve as the Prime Consultant for numerous public entities, including local, state, and federal agencies. We can assure that you will not suffer from any “first time syndrome” on the behalf of our team.
- ✓ **Proven Capacity to Deliver** – We understand that the contract tasks are unique and time sensitive; as such, we are prepared to respond to requests for on-site support in an effective manner. Our centralized location, client-focused project delivery organization, and staffing depth enables us to execute multiple projects simultaneously, without compromising critical delivery schedules, established budgets, or service quality. We also understand the importance of Principal involvement and the continuity of key personnel throughout the contract duration. We can assure that the individuals listed in this response have the capacity to be fully engaged and actively participating in their respective roles from start to finish.
- ✓ **Track Record of Success** – SC Engineers has established a successful track record of providing exceptional service to our clients. More than 98% of our work is from repeat clientele and over 70% of our clients are Owners. Our success is attributed to not only our knowledge and expertise but to our strong communication skills, ability to think “outside-the-box”, proven project management approach, and exceptional quality control process. Having served as the Prime Consultant for numerous government entities, we are well versed in the codes and guidelines that dictate these types of projects.
- ✓ **Engineering for Thriving Communities** – Environmental stewardship and social responsibility are at the heart of our practice. As engineers, we understand that our role is critical to assure the delivery of high-performing, energy efficient buildings. This contract would allow us to work alongside the City to make decisions that positively affect the future of its citizens and produce projects that the entire community can be proud of.

Our team understands the level of commitment that is required to properly service this contract and we look forward to the opportunity to work together.

Sincerely,

Frank Shadpour, PE, CxA, LEED AP
Principal | SC ENGINEERS, INC.

5.0 | EXPERIENCE AND TECHNICAL COMPETENCE

5.0 | EXPERIENCE AND TECHNICAL COMPETENCE

5.A | DISCIPLINE OF INTEREST / QUALIFICATIONS

SC Engineers, Inc. is interested in the discipline of **Mechanical Engineering**. All work will be performed in-house; no subconsultants will be utilized.

5.A.1 | FIRM DESCRIPTION

Located in San Diego, CA and founded in 2004, SC Engineers is a small business, consulting engineering and planning firm that provides outstanding expertise in Mechanical and Plumbing Engineering; Energy Efficiency; Building Automation; and Total Building Commissioning. In the past 14 years, SC Engineers has established a reputation for producing energy efficient and sustainable solutions for both public and private sector clients, including federal, state, and local government agencies.

5.A.2 | INDUSTRY LEADERSHIP

The recipient of San Diego Gas & Electric's (SDG&E's) Energy Showcase Champion Award, the highest award bestowed by the utility company, SC Engineers brings unparalleled knowledge in energy conservation and sustainable solutions. An industry leader, SC Engineers has enjoyed a number of industry "firsts" including serving as the Mechanical Engineer of Record (MEOR) for the first LEED Platinum Certified Community College District Project in San Diego, the Miramar College Police Station and Parking Structure; the first LEED Certified Hospital in the State of California, the Rady Children's Hospital-San Diego Acute Care Pavilion; and the Building Automation Systems (BAS) Engineer for the first LEED Platinum, Net-Zero Energy, Carbon Neutral Laboratory in the World, the J. Craig Venter Institute located on the University of California, San Diego (UCSD) campus.

5.A.3 | IN-HOUSE CAPABILITIES

The SC Engineer Team consists of industry experts who apply their knowledge, experience, and creativity to meet client goals and expectations. Our in-house team includes Registered Professional Mechanical and Electrical Engineers; a Registered Architect; AGC Certified Commissioning Authorities;



J. Craig Venter Institute: SC Engineers served as the BAS Engineer for this facility; the first laboratory in the world to achieve Net-Zero Energy and LEED Platinum Certification located at the UCSD Campus.

USGBC LEED Accredited Professionals; ASHRAE Fellows; an ASHRAE Healthcare Facility Design Professional; an ASHRAE Building Energy Assessment Professional; an ASHRAE Building Energy Modeling Professional; an ASPE Certified Plumbing Designer; an ASPE Certified Professional Estimator; a CSI Certified Construction Specifier; Graduate Architects and Engineers; as well as CAD/BIM Production and Operations staff.

5.A.4 | KEY SERVICE AREAS

SC Engineers is organized into a series of multi-disciplinary teams with varied specialties which can be compartmentalized into four primary service areas: 1) Planning and Design; 2) Energy Efficiency; 3) Building Automation; and 4) Total Building Commissioning. Our organization is structured to address these primary services areas, and together, our teams work in concert to deliver total building solutions to our clients.

PLANNING AND DESIGN: SC Engineers provides master planning, design, and construction document packages for a variety of new and existing facilities, delivering innovative solutions that emphasize energy efficiency, low life cycle costs, ease of maintenance, and occupant safety and comfort. Our engineering teams are highly sought after in the building industry's design and construction community, having completed numerous high-profile, award-winning projects.



Principals:
Frank Shadpour, P.E.
Jeremy Clifton, P.E.
Edward Lehman, P.E.
Lyle Willis, P.E.
Joseph Kilcoyne, P.E.
Justin Dolley, P.E.
Stefanie Johnson

SCHEDULE OF RATES

Date: September 2, 2020

Prime Consultant: Shadpour Consulting Engineers dba SC Engineers, Inc.

Contract: On-Call Project Support Services for National City's CIP - Mechanical Engineering

Indirect Cost, forecasted for Fiscal period 2020, Combined Rate: 151.2%

Classification	Average Hourly Rate*	Effective Date of Hourly Rate	
		From	To
Principal	\$320.00	09/15/20	09/14/23
Associate/Project Executive	\$245.00	09/15/20	09/14/23
Project Manager	\$235.00	09/15/20	09/14/23
Project Engineer	\$195.00	09/15/20	09/14/23
Design Engineer	\$140.00	09/15/20	09/14/23
Design Coordinator	\$140.00	09/15/20	09/14/23
Accounting	\$140.00	09/15/20	09/14/23
Designer	\$125.00	09/15/20	09/14/23
Engineering Assistant	\$100.00	09/15/20	09/14/23
Administrative	\$100.00	09/15/20	09/14/23

Notes:

- *Includes Indirect Cost
- Overtime hourly rates are not applicable
- Prevailing wage is not applicable

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1) AUTHORIZING THE MAYOR TO EXECUTE A THREE-YEAR AGREEMENT WITH SHADPOUR CONSULTING ENGINEERS, INC. DBA SC ENGINEERS, INC. FOR A NOT-TO-EXCEED AMOUNT OF \$2,000,000 TO PROVIDE ON-CALL PROJECT SUPPORT SERVICES FOR NATIONAL CITY'S CAPITAL IMPROVEMENT PROGRAM (CIP), INCLUDING, BUT NOT LIMITED TO, MECHANICAL ENGINEERING AND AS-NEEDED FACILITIES NEEDS; AND 2) AUTHORIZING THE CITY MANAGER TO EXECUTE ANY PROJECT-SPECIFIC SUPPLEMENTAL AGREEMENTS, AS MAY BE REQUIRED FOR GRANT FUNDED PROJECTS

WHEREAS, National City's ("City") Capital Improvement Program ("CIP") estimates approximately \$80 million in Capital Improvement Projects needs over the next five years to include corridor enhancements for traffic calming, pedestrian / bicycle safety (including Americans with Disabilities Act compliance) and smart growth redevelopment; road diets and complete streets; safe routes to school; traffic signal modifications; new street lights; sewer replacement and upsizing; storm drain improvements and implementation of Low-Impact Development ("LID") measures for treatment of urban storm water runoff; drought tolerant landscaping; facilities improvements; and park amenities; and

WHEREAS, in order to successfully design, manage and construct these projects, the Engineering & Public Works Department advertised a Request for Qualifications ("RFQ") for various engineering, architectural and construction support services on May 1, 2019; and

WHEREAS, the RFQ was advertised on the City's website, published in the San Diego Union Tribune, e-mailed to over 100 professional consulting firms and also advertised on PlanetBids where over 400 firms were notified; and

WHEREAS, the City also hosted an Information Session regarding the RFQ process on May 14, 2019 at the Martin Luther King Jr. Community Center, which was attended by over 100 people; and

WHEREAS, the City received 71 Statement of Qualifications ("SOQs") from various firms by the June 10, 2019 deadline and reviewed, taking into consideration, among other things, past performance history, knowledge of the environment, the type of services offered, and the cost to the City; and

WHEREAS, based on their SOQ, interview, qualifications, and past performance, staff recommends executing a three-year Agreement with Shadpour Consulting Engineers, Inc. dba SC Engineers, Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, mechanical engineering; and

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**Resolution No. 2020 -
Page Two**

WHEREAS, City staff recommends authorizing the City Manager to execute any project-specific supplemental agreements, as may be required for grant funded projects.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby authorizes the Mayor to execute a three-year Agreement with Shadpour Consulting Engineers, Inc. dba SC Engineers Inc. with the option to extend for two, one (1) year extensions for a not-to-exceed amount of \$2,000,000 to provide on-call project support services for National City's Capital Improvement Program ("CIP"), including, but not limited to, mechanical engineering. Said Agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Manager to execute any project specific supplemental agreements as may be required for grant funded projects.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of 20 feet of red curb “No Parking” at the intersection of East 18th Street and “B” Avenue to enhance visibility at the intersection \(TSC No. 2020-10\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 20 feet of red curb "No Parking" at the intersection of E. 18th Street and "B" Avenue to enhance visibility at the intersection (TSC No. 2020-10).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of 20 feet of red curb "No Parking" at the intersection of E. 18th Street and "B" Avenue to enhance visibility at the intersection.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on August 26, 2020, the Traffic Safety Committee approved staff's recommendation to install 20 feet of red curb "No Parking" at the intersection of E. 18th Street and "B" Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on August 26, 2020 (TSC No. 2020-10)
3. Resolution

EXPLANATION

Alyssa Alba, an area resident, has requested red curb "No Parking" at the intersection between E. 18th Street and "B" Avenue to improve visibility and enhance safety for the vehicles exiting from "B" Avenue onto E. 18th Street.

Staff performed a site evaluation. E. 18th Street and "B" Avenue are currently 2-lanes wide and both streets have available parking on both sides of the street. The posted speed limit on E. 18th Street is 30 mph. The intersection between the two streets is currently stop controlled for northbound and southbound traffic on "B" Avenue. Staff confirmed that there is existing red curb on the north side of E. 18th Street, west of "B" Avenue, and two curb pop-outs on the north and south side of E. 18th Street, east of "B" Avenue at the intersection.

Staff confirmed that when vehicles park too close to the southwest corner on E. 18th Street at the intersection, the visibility for the vehicles that are exiting "B" Avenue onto E. 18th Street is obstructed.

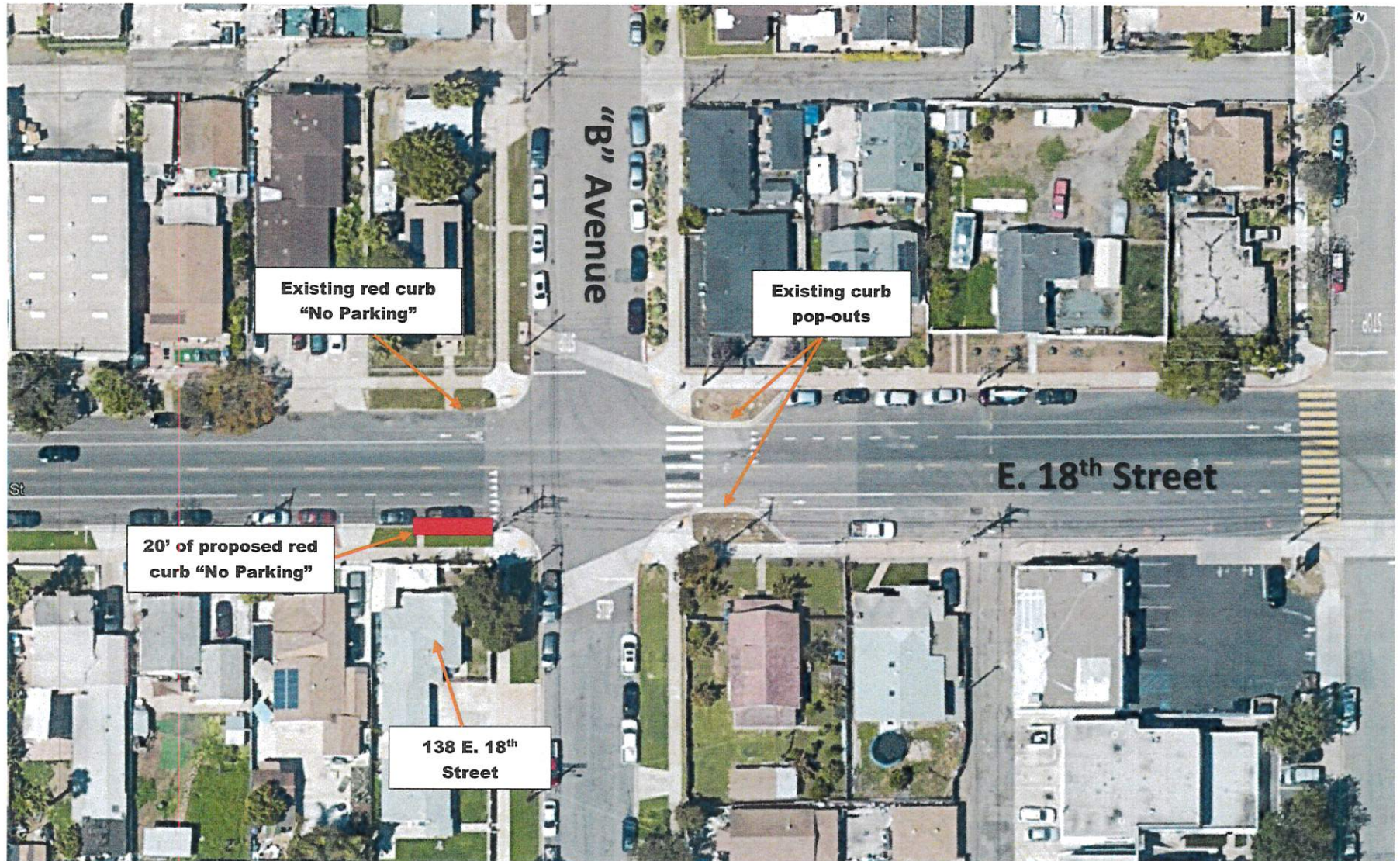
Furthermore, staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years, due to violation of right-of-way.

This item was presented to the Traffic Safety Committee via Zoom platform on August 26, 2020. Staff sent notices to area residents inviting them to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. There were no members of the public that called-in to the meeting.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation to install 20 feet of red curb "No Parking" on the south side of E. 18th Street, west of "B" Avenue to improve visibility for vehicles exiting "B" Avenue onto E. 18th Street. This will result in the loss of one (1) on-street parking space.

If approved by City Council, all work will be performed by City Public Works

Location Map with Recommended Enhancements (TSC Item: 2020-10)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR AUGUST 26, 2020**

ITEM NO. 2020-10

ITEM TITLE: REQUEST TO INSTALL 20 FEET OF RED CURB "NO PARKING" AT THE INTERSECTION OF E. 18TH STREET & "B" AVENUE TO ENHANCE VISIBILITY AT THE INTERSECTION

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil Engineering & Public Works Department

DISCUSSION:

Alyssa Alba, an area resident, has requested red curb "No Parking" at the intersection between E. 18th Street and "B" Avenue to improve visibility and enhance safety for the vehicles exiting from "B" Avenue onto E. 18th Street.

Staff performed a site evaluation. E. 18th Street and "B" Avenue are currently 2-lanes wide and both streets have available parking on both sides of the street. The posted speed limit on E. 18th Street is 30 mph. The intersection between the two streets is currently stop controlled for northbound and southbound traffic on "B" Avenue. Staff confirmed that there is existing red curb on the north side of E. 18th Street, west of "B" Avenue, and two curb pop-outs on the north and south side of E. 18th Street, east of "B" Avenue at the intersection.

Staff confirmed that when vehicles park too close to the southwest corner on E. 18th Street at the intersection, the visibility for the vehicles that are exiting "B" Avenue onto E. 18th Street is obstructed.

Staff also reviewed the traffic collision history for this location, which confirmed there was one (1) "reported" traffic collision within the past four years. The NCPD report shows that crash at the intersection was due to a violation of right of way in the intersection (CVC 21800A). See attachment traffic collision summary table.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the installation of 20 feet of red curb "No Parking" on the south side of E. 18th Street, west of "B" Avenue to improve visibility for vehicles exiting "B" Avenue onto E. 18th Street. This will result in the loss of one (1) on-street parking space.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History



PUBLIC REQUEST FORM

Contact Information

Name:	Alyssa Alba		
Address:			
Phone:		Email:	

Request Information

Location:	18th Street & B Avenue		
Request:	There's constantly collisions or honking from cars almost colliding. Cars turning onto 18th from B must pull far out into the intersection in order to see oncoming traffic.		
Attachments:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Description: _____

Internal Use Only:

Request Received By:	_____	Date:	_____
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email
	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral:	_____
Assigned To:	_____		
Notes:	_____		



August 19, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-10

**REQUEST TO INSTALL 20 FEET OF RED CURB "NO PARKING" AT THE
INTERSECTION OF E. 18TH STREET AND "B" AVENUE TO ENHANCE
VISIBILITY AND ACCESS FROM "B" AVENUE ONTO E. 18TH STREET.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, August 26, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/95496043345?pwd=emwxNDBLdUtoT2lqVi9GSEhQbGtZUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 954 9604 3345

Password: 683847

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-10.

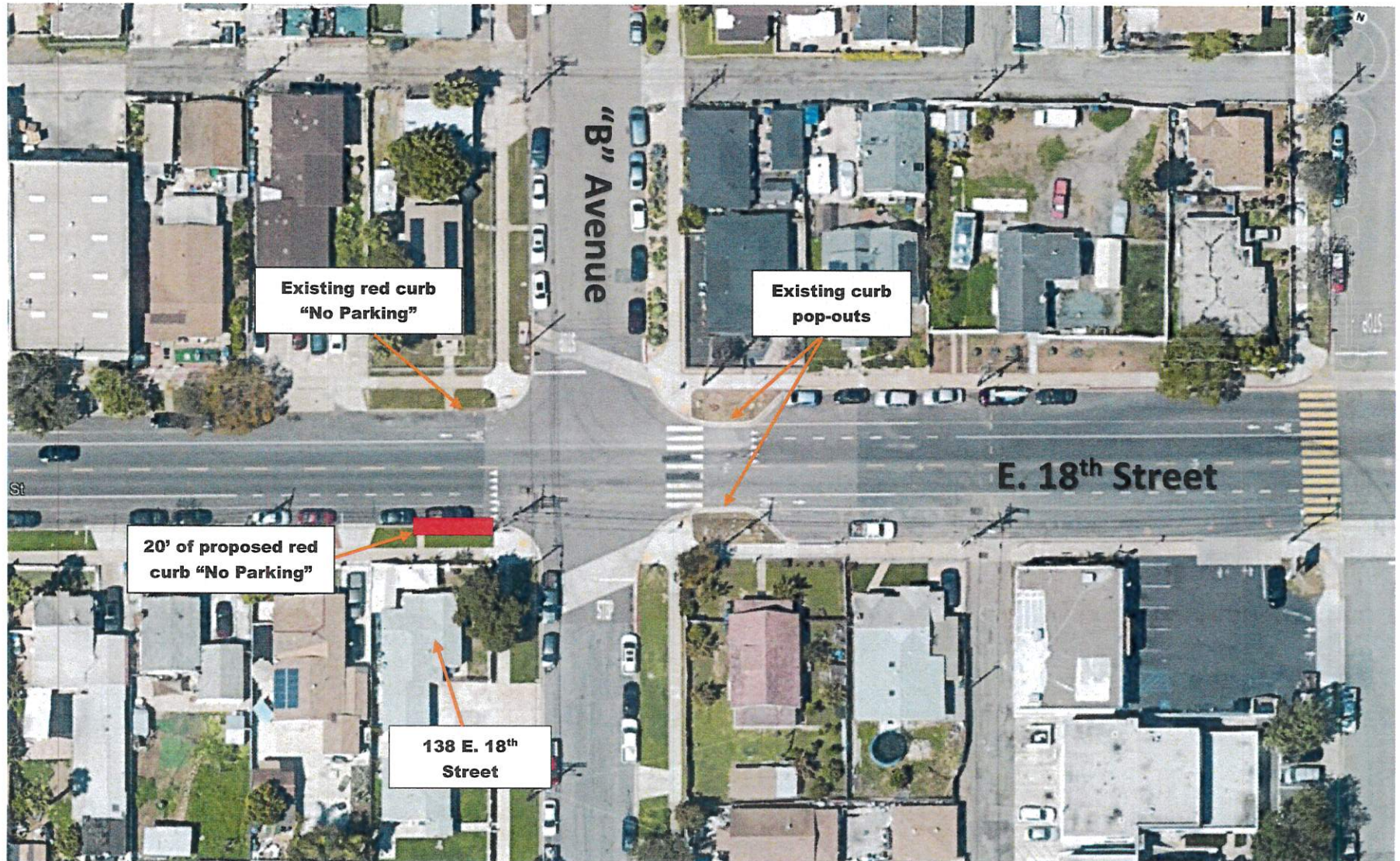
Sincerely,

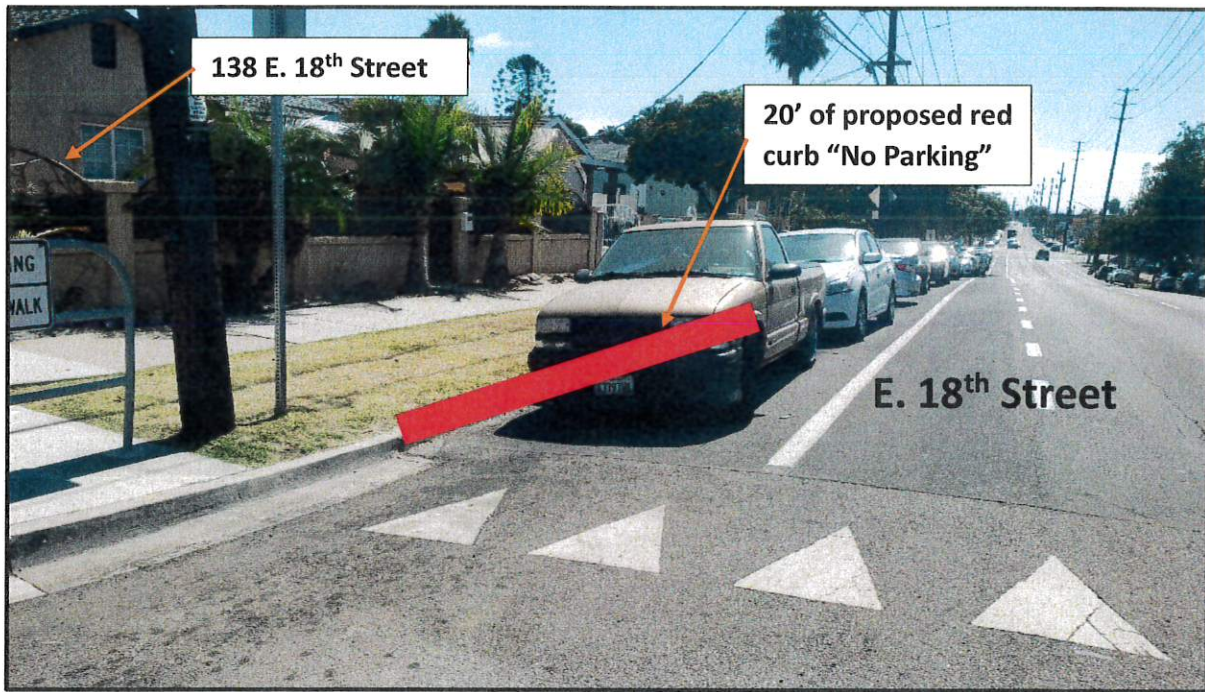
Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

Enclosure: Location Map
2020-10

Location Map with Recommended Enhancements (TSC Item: 2020-10)





Location of proposed red curb "No Parking" on southwest corner of E. 18th Street (looking west)

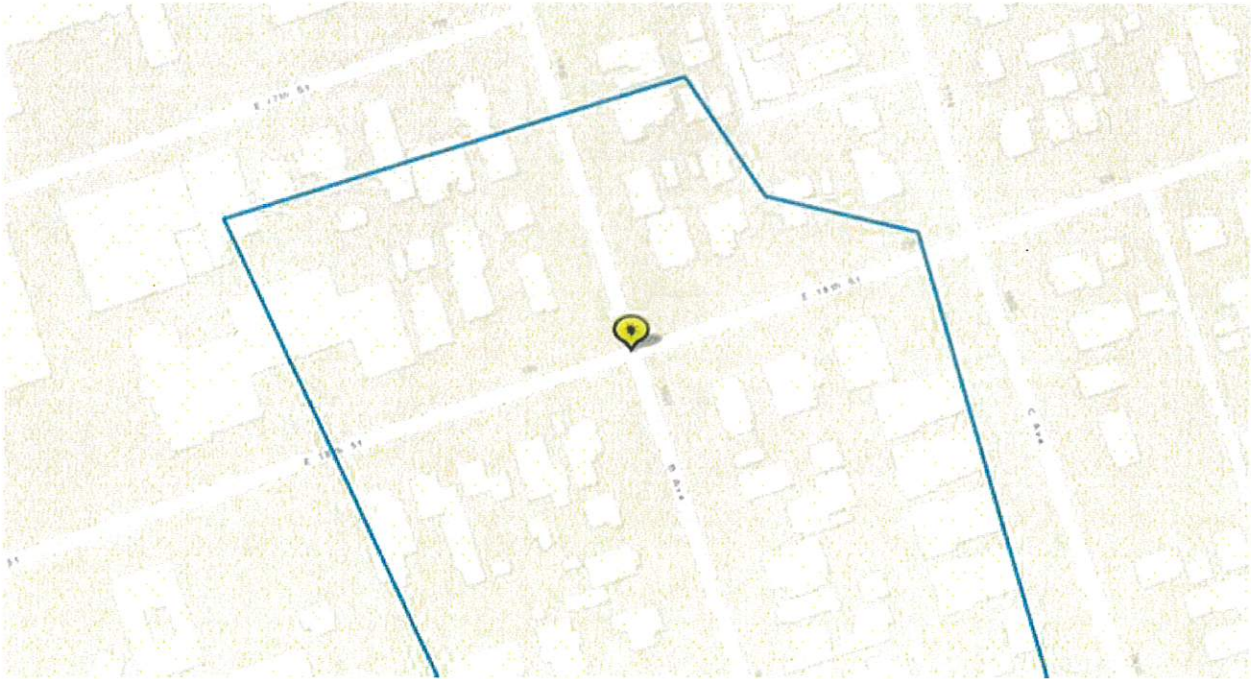


Location of proposed red curb "No Parking" on southwest corner of E. 18th Street (looking south)

Traffic Collision History (NCPD Records Division)

From August 4, 2016 – August 4, 2020, there was one traffic collision on the intersection of E. 18th Street & "B" Avenue.

AGENCY	ACTIVITY NUMBER	DATE & TIME	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	HIT & RUN LEVEL	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1804732	9/19/2018 20:50	VC 21800A	RIGHT-OF-WAY:INTERSECTION	E18TH STREET & B AVENUE, NC, 91950	Y	1	0	N		N	INFRACTION



RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE INSTALLATION OF 20 FEET OF RED CURB “NO PARKING” AT THE
INTERSECTION OF EAST 18TH STREET AND “B” AVENUE TO ENHANCE VISIBILITY
AT THE INTERSECTION (TSC NO. 2020-10)**

WHEREAS, Alyssa Alba, an area resident, has requested red curb “No Parking” at the intersection between East 18th Street and “B” Avenue to improve visibility and enhance safety for the vehicles exiting from “B” Avenue onto East 18th Street; and

WHEREAS, City staff performed a site evaluation and on East 18th Street and “B” Avenue there are currently 2-lanes wide and both streets have available parking on both sides of the street; and

WHEREAS, the posted speed limit on East 18th Street is 30 mph and the intersection between the two streets are currently stop controlled for northbound and southbound traffic on “B” Avenue; and

WHEREAS, City staff confirmed that there are existing red curb on the north side of East 18th Street, West of “B” Avenue, and two curb pop-outs and the north and south side of East 18th Street, East of “B” Avenue at the intersection; and

WHEREAS, City staff also confirmed that when vehicles park too close to the southwest corner on East 18th Street at the intersection, the visibility for the vehicles that are exiting “B” Avenue onto East 18th Street is obstructed; and

WHEREAS, City staff reviewed the traffic collision history for this location, which confirmed there was one “reported” traffic collision within the past four years, due to violation of right-of-way; and

WHEREAS, on August 26, 2020, the Traffic Safety Committee voted unanimously approved City staff’s recommendation to install 20 feet of red curb “No Parking” on the south side of East 18th Street, west of “B” Avenue to improve visibility for vehicles exiting “B” Avenue onto East 18th Street which will result in the loss of one (1) on-street parking space.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the installation of 20 feet of red curb “No Parking” on the south side of East 18th Street, West of “B” Avenue to improve visibility for vehicles exiting “B” Avenue onto East 18th Street, which will result in the loss of one (1) on-street parking space (TSC NO. 2020-10).

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of Stop Control sign for the “T” intersection of Prospect Street and East 22nd Street for southbound traffic accessing East 22nd Street \(TSC No. 2020-11\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of Stop Control sign for the "T" intersection of Prospect Street and E. 22nd Street for southbound traffic accessing E. 22nd Street (TSC No. 2020-11).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil **C.H.** **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of Stop Control sign for the "T" intersection of Prospect Street and E. 22nd Street for southbound traffic accessing E. 22nd Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on August 26, 2020, the Traffic Safety Committee approved staff's recommendation to install Stop Control sign for the "T" intersection of Prospect Street and E. 22nd Street.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on August 26, 2020 (TSC No. 2020-11)
3. Resolution

EXPLANATION

An area resident has requested the installation of a Stop control sign at the "T" intersection of Prospect Street and E. 22nd Street for southbound traffic, in order to enhance safety at the intersection.

Staff visited the site and confirmed the "T" intersection is delimited by the area described above. Staff also confirmed that this intersection does not have signed or marked control. It should also be noted that the "T" intersection is located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph.

Based on the guidelines outlined in the State of California Manual on Uniform Traffic Control Devices (MUTCD) Section 2B.04, staff recommends the installation of a Stop Control sign at the "T" intersection delimited by the area described above. In addition, a Stop Control sign is required for vehicles on a street entering a designated through street.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were two (2) "reported" traffic collisions within the past four years. The NCPD report shows that one of the crashes at the intersection was due to a violation of left turn yield in the intersection (CVC 21801A). See attachment traffic collision summary table.

This item was presented to the Traffic Safety Committee via Zoom platform on August 26, 2020. Staff sent notices to area residents inviting them to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. There were no members of the public that called-in to the meeting.

After the discussion, the Traffic Safety Committee approved staff's recommendation for the following traffic safety enhancements in the intersection of Prospect Street and E. 22nd Street:

1. Install one Stop control sign on Prospect Street on the north side of E. 22nd Street;
2. Install 25 feet of red curb "No Parking" on Prospect Street on the north side of E. 22nd Street. This will result in the loss of one (1) on-street parallel parking space.

Installation of red curb "No Parking" to prevent vehicles from obstructing visibility of the Stop signs and centerline striping for alignment are typical traffic engineering safety measures for implementation of Stop sign control.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Recommended Enhancements (TSC Item: 2020-11)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR AUGUST 26, 2020**

ITEM NO. 2020-11

ITEM TITLE: REQUEST TO INSTALL STOP CONTROL SIGN FOR THE "T" INTERSECTION OF PROSPECT STREET & E. 22ND STREET FOR SOUTHBOUND TRAFFIC ACCESSING E. 22ND STREET.

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

An area resident has requested the installation of a Stop control sign at the "T" intersection of Prospect Street and E. 22nd Street for southbound traffic, in order to enhance safety at the intersection.

Staff visited the site and confirmed the "T" intersection is delimited by the area described above. Staff also confirmed that this intersection does not have signed or marked control. It should also be noted that the "T" intersection is located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street and a posted speed limit of 25 mph.

Staff recommends the installation of a Stop Control sign at the "T" intersection delimited by the area described above since vehicles travelling on the minor streets must make a complete stop before attempting to enter onto the major streets that have the right of way.

Staff also reviewed the traffic collision history for these intersections, which confirmed there were two (2) "reported" traffic collisions within the past four years. The NCPD report shows that one of the crashes at the intersection was due to a violation of left turn yield in the intersection (CVC 21801A). See attachment traffic collision summary table.

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements for the intersection of Prospect Street and E. 22nd Street:

1. Install one Stop control sign on Prospect Street on the north side of E. 22nd Street;
2. Install 25 feet of red curb "No Parking" on Prospect Street on the north side of E. 22nd Street. This will result in the loss of one (1) on-street parallel parking space.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History



PUBLIC REQUEST FORM

Contact Information

Name:	Anonymous		
Address:			
Phone:		Email:	

Request Information

Location:	Prospect Street & E. 22nd Street		
Request:	Missing stop sign at intersection		
Attachments:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Description: _____

Internal Use Only:

Request Received By:	_____	Date:	_____
Received via:	<input type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email
	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral:	_____
Assigned To:	_____		
Notes:	_____		



August 19, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-11

**REQUEST TO INSTALL STOP CONTROL SIGN FOR THE "T" INTERSECTION
OF PROSPECT STREET AND E. 22ND STREET FOR SOUTHBOUND TRAFFIC
ACCESSING E. 22ND STREET.**

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, August 26, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/95496043345?pwd=emwxNDBLdUtoT2lqVi9GSEhQbGtZUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 954 9604 3345

Password: 683847

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-11.

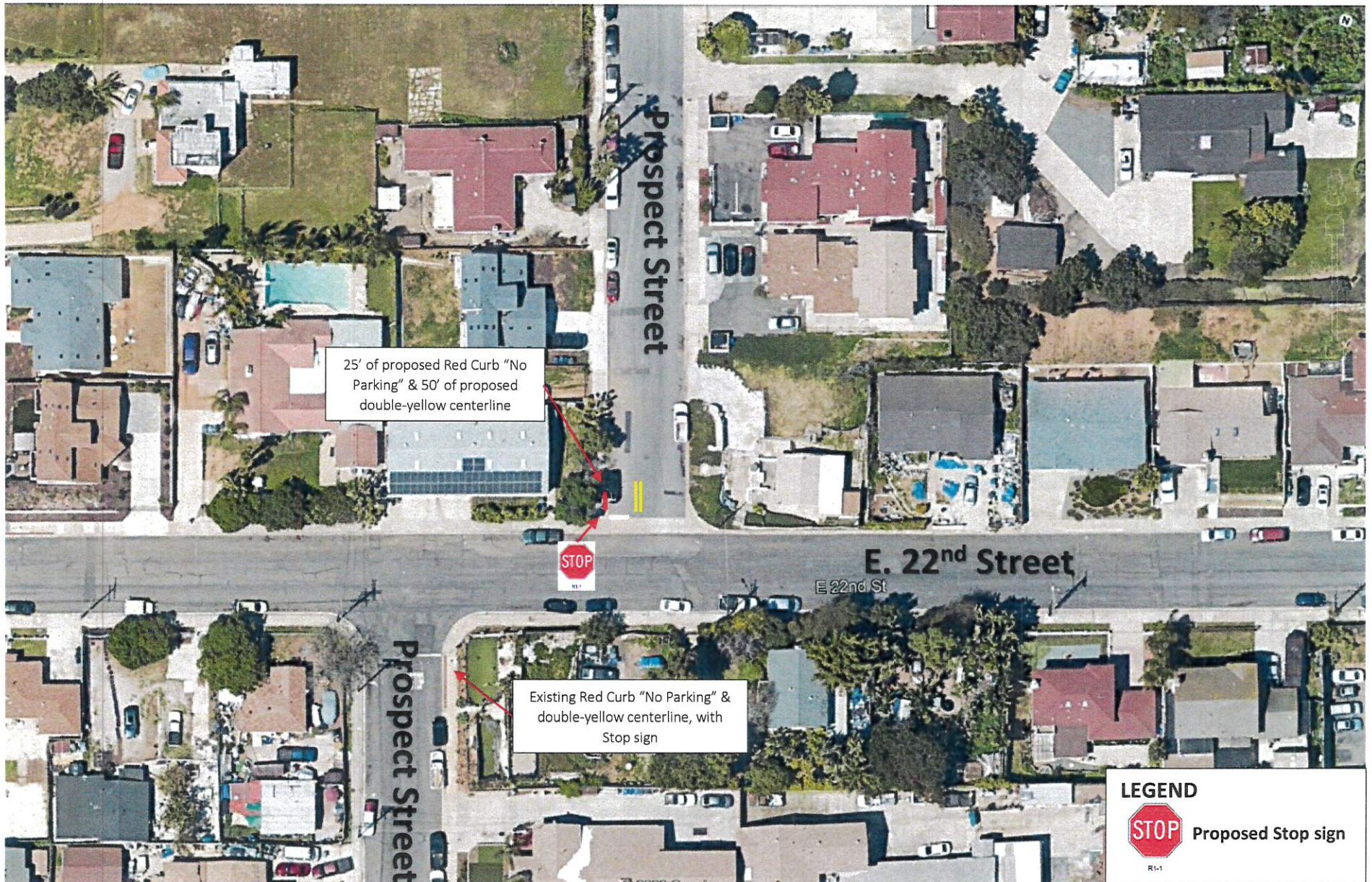
Sincerely,

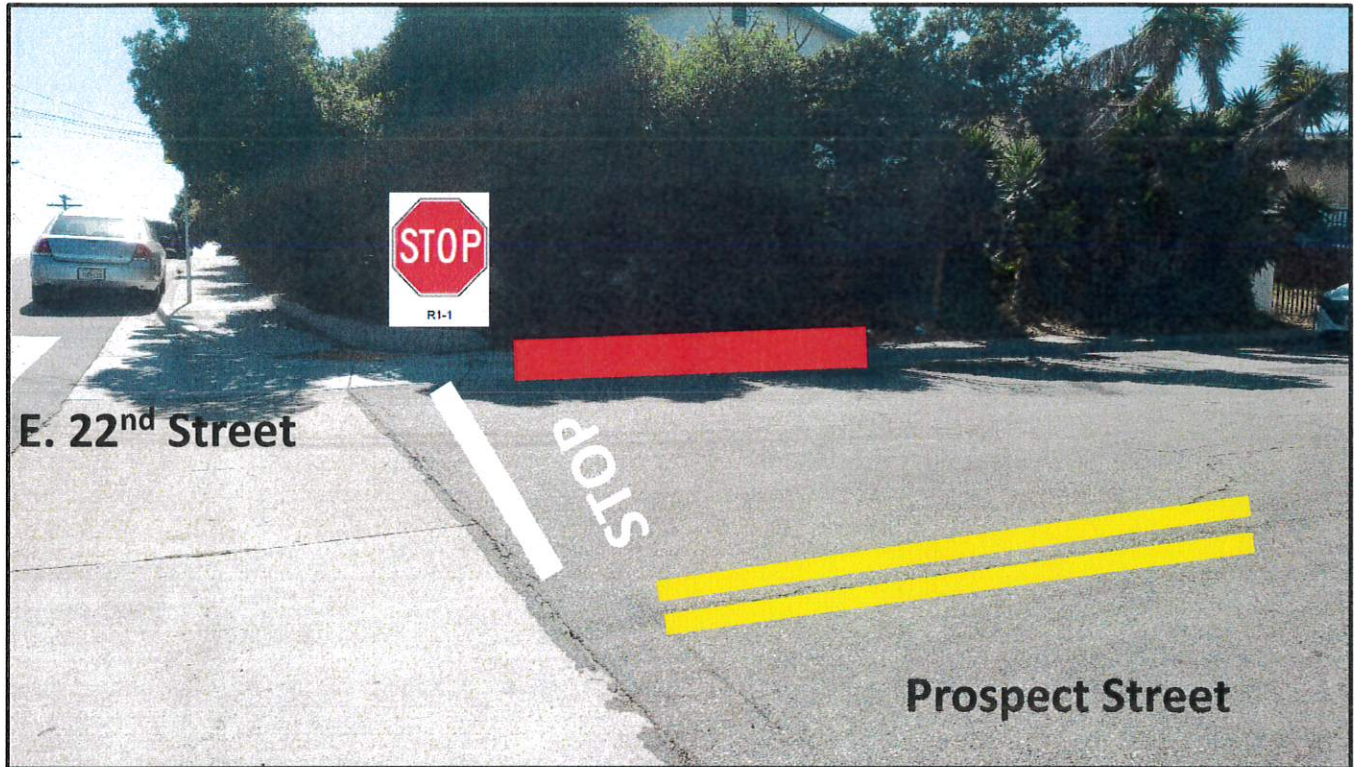
Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

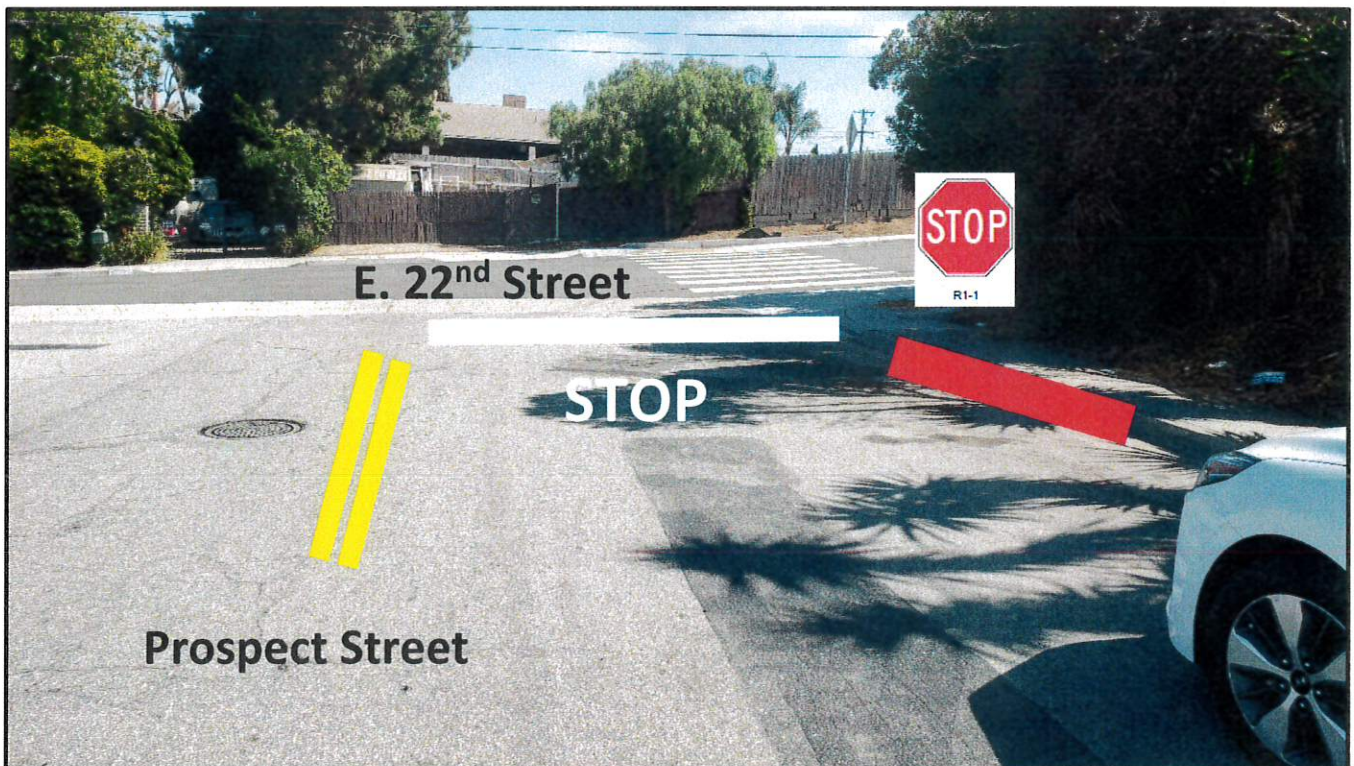
Enclosure: Location Map
2020-11

Location Map with Recommended Enhancements (TSC Item: 2020-11)





Request to install Stop Control sign on Prospect Street on the north side of E. 22nd Street (looking west)

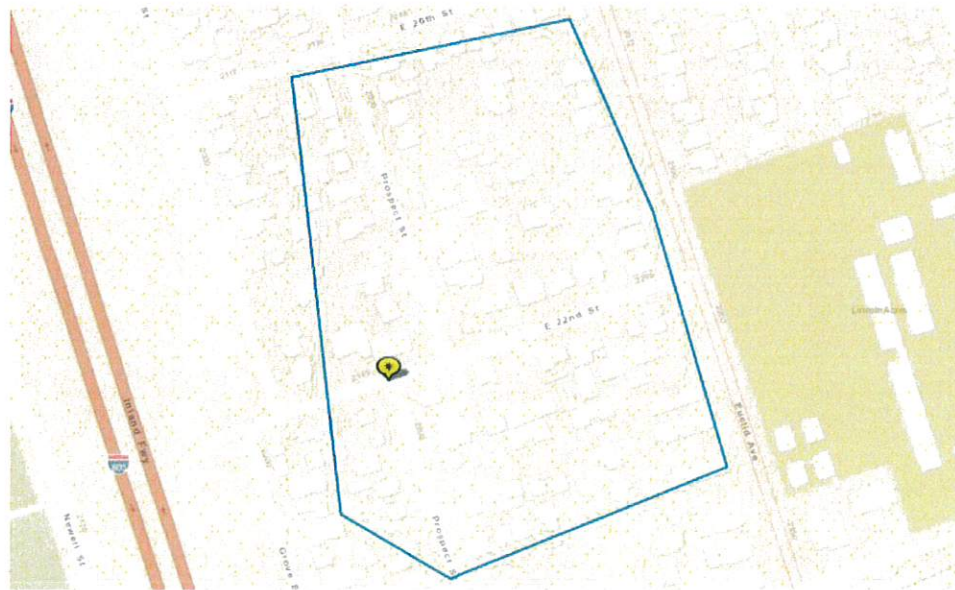


Request to install Stop Control sign on Prospect Street on the north side of E. 22nd Street (looking south)

Traffic Collision History (NCPD Records Division)

From August 4, 2016 – August 4, 2020, there were two traffic collisions on the intersection of Prospect Street & E. 22nd Street.

AGENCY	ACTIVITY NUMBER	DATE & TIME	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	HIT & RUN LEVEL	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1706435	12/9/2017 12:30	VC 22350	UNSAFE SPEED (BASIC SPEED LAW) (I)	PROSPECT STREET & E 22ND STREET, NC, 91950	N	0	0	Y	MISDEMEANOR	N	INFRACTION
NATIONAL CITY	1604523	8/15/2016 11:52	VC 21801A	LEFT TURN YIELD UNTIL SAFE OR U-TURN	E22ND STREET & PROSPECT STREET, NC,	Y	1	0	N		N	INFRACTION



RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE INSTALLATION OF STOP CONTROL SIGN FOR THE “T”
INTERSECTION OF PROSPECT STREET AND EAST 22ND STREET FOR
SOUTHBOUND TRAFFIC ACCESSING EAST 22ND STREET
(TSC NO. 2020-11)**

WHEREAS, an area resident has requested the installation of a Stop Control sign at the “T” intersection of Prospect Street and East 22nd Street for southbound traffic, in order to enhance safety at the intersection; and

WHEREAS, City staff performed a site evaluation and confirmed that this intersection does not have signed or marked control; and

WHEREAS, the “T” intersection is located in a residential area where the streets are 2-lane local roadways with parking on both sides of the street with a posted speed limit of 25 miles per hour (“mph”); and

WHEREAS, based on the guidelines outlined in the State of California Manual on Uniform Traffic Control Devices (“MUTCD”) Section 2B.04, City staff recommends the installation of a Stop Control sign at the “T” intersection delimited by the area described above.

WHEREAS, in addition, a Stop Control sign is required for vehicles on a street entering a designated through the street; and

WHEREAS, City staff reviewed the traffic collision history for this location, which confirmed there were two (2) “reported” traffic collisions within the past four years.

WHEREAS, the National City Police Department report showed that one of the crashes at the intersection was due to a violation of a left turn yield in the intersection (CVC 21801A); and

WHEREAS, on August 26, 2020, the Traffic Safety Committee voted unanimously to approve City staff’s recommendation for the following traffic safety enhancements in the intersection of Prospect Street and East 22nd Street:

1. Install one Stop Control sign on Prospect Street on the north side of East 22nd Street;
2. Install 25 feet of red curb “No Parking” on Prospect Street on the north side of East 22nd Street. This will result in the loss of one (1) on-street parallel parking space.

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**Resolution No. 2020 –
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the following traffic safety enhancements in the intersection of Prospect Street and East 22nd Street:

1. Install one Stop Control sign on Prospect Street on the north side of East 22nd Street;
2. Install 25 feet of red curb “No Parking” on Prospect Street on the north side of East 22nd Street. This will result in the loss of one (1) on-street parallel parking space.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City authorizing the installation of 10 feet of red curb “No Parking” at the intersection of West 18th Street and Cleveland Avenue to enhance visibility at the intersection \(TSC No. 2020-12\). \(Engineering/Public Works\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 10 feet of red curb "No Parking" at the intersection of W. 18th Street and Cleveland Avenue to enhance visibility at the intersection (TSC No. 2020-12).

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil *C.H.* **DEPARTMENT:** Engineering/Public Works

PHONE: 619-336-4388

APPROVED BY: 

EXPLANATION:

See attached.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of 10 feet of red curb "No Parking" at the intersection of W. 18th Street and Cleveland Avenue to enhance visibility at the intersection.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on August 26, 2020, the Traffic Safety Committee approved staff's recommendation to install 10 feet of red curb "No Parking" at the intersection of W. 18th Street and Cleveland Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibit
2. Staff Report to the Traffic Safety Committee on August 26, 2020 (TSC No. 2020-12)
3. Resolution

EXPLANATION

Chris Bowers, president of ICD Waterjet & Laser Inc. located at 1805 Cleveland Avenue, has requested red curb "No Parking" at the intersection between W. 18th Street and Cleveland Avenue to improve visibility and enhance safety for the vehicles exiting from W. 18th Street onto Cleveland Avenue.

Staff performed a site evaluation. W. 18th Street and Cleveland Avenue are currently 2-lanes wide and both streets have available parking on both sides of the street. The posted speed limit on Cleveland Avenue is 35 mph. The intersection between the two streets is currently stop controlled for westbound and eastbound traffic on W. 18th Street. Staff confirmed that there is existing red curb on the east side of Cleveland Avenue, north and south of W. 18th Street, and there is a driveway on the west side of Cleveland Avenue, north of W. 18th Street at the intersection.

Staff confirmed that when vehicles park too close to the southwest corner on Cleveland Avenue at the intersection, the visibility for the vehicles that are exiting W. 18th Street onto Cleveland Avenue is obstructed.

Furthermore, staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years, due to an unsafe turn in the intersection.

This item was presented to the Traffic Safety Committee via Zoom platform on August 26, 2020. Staff sent notices to area residents inviting them to call-in to the Traffic Safety Committee Meeting and/or contact staff with any questions. There were no members of the public that called-in to the meeting.

Staff presented the results of the site evaluation and after discussion, the Traffic Safety Committee unanimously approved staff's recommendation to install 10 feet of red curb "No Parking" on the south side of W. 18th Street, west of Cleveland Avenue to improve visibility for vehicles exiting W. 18th Street onto Cleveland Avenue. This will not result in the loss of on-street parking.

If approved by City Council, all work will be performed by City Public Works

Location Map with Recommended Enhancements (TSC Item: 2020-12)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR AUGUST 26, 2020**

ITEM NO. 2020-12

ITEM TITLE: REQUEST TO INSTALL 10 FEET OF RED CURB "NO PARKING"
AT THE INTERSECTION OF W. 18TH STREET & CLEVELAND
AVENUE TO ENHANCE VISIBILITY AT THE INTERSECTION

PREPARED BY: Carla Hutchinson, Assistant Engineer - Civil
Engineering & Public Works Department

DISCUSSION:

Chris Bowers, president of ICD Waterjet & Laser Inc. located at 1805 Cleveland Avenue, has requested red curb "No Parking" at the intersection between W. 18th Street and Cleveland Avenue to improve visibility and enhance safety for the vehicles exiting from W. 18th Street onto Cleveland Avenue.

Staff performed a site evaluation. W. 18th Street and Cleveland Avenue are currently 2-lanes wide and both streets have available parking on both sides of the street. The posted speed limit on Cleveland Avenue is 35 mph. The intersection between the two streets is currently stop controlled for westbound and eastbound traffic on W. 18th Street. Staff confirmed that there is existing red curb on the east side of Cleveland Avenue, north and south of W. 18th Street, and there is a driveway on the west side of Cleveland Avenue, north of W. 18th Street at the intersection.

Staff confirmed that when vehicles park too close to the southwest corner on Cleveland Avenue at the intersection, the visibility for the vehicles that are exiting W. 18th Street onto Cleveland Avenue is obstructed.

Staff also reviewed the traffic collision history for this location, which confirmed there was one (1) "reported" traffic collision within the past four years. The NCPD report shows that crash at the intersection was due to an unsafe turn in the intersection (CVC 22107). See attachment traffic collision summary table.

STAFF RECOMMENDATION:

Based on evaluation of existing conditions, staff recommends the installation of 10 feet of red curb "No Parking" on the west side of Cleveland Avenue, south of W. 18th Street to improve visibility for vehicles exiting W. 18th Street onto Cleveland Avenue. This will not result in the loss of on-street parking.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos
5. Traffic Collision History



PUBLIC REQUEST FORM

Contact Information

Name: Christopher Bowers
Address: 1805 Cleveland Ave
Phone: _____ Email: _____

Request Information

Location: 18th Street & Cleveland Ave
Request: Weekly several car accidents, cars screeching to miss
other cars, and cars going the wrong way

Attachments: ☐ Yes ☐ No Description: _____

Internal Use Only:

Request Received By: _____ Date: _____
Received via: ☐ Counter/In-Person ☐ Telephone ☐ Email ☐ Fax ☐ Referral: _____
Assigned To: _____
Notes: _____



August 19, 2020

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2020-12

REQUEST TO INSTALL 10 FEET OF RED CURB "NO PARKING" AT THE INTERSECTION OF W. 18TH STREET AND CLEVELAND AVENUE TO ENHANCE VISIBILITY AND ACCESS FROM W. 18TH STREET ONTO CLEVELAND AVENUE.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Conference Call scheduled for **Wednesday, August 26, 2020, at 1:00 P.M.** via Zoom. Please use the following information to call-in to the meeting during the scheduled time:

Join Zoom Meeting from computer

<https://zoom.us/j/95496043345?pwd=emwxNDBLdUtoT2lqVi9GSEhQbGtZUT09>

Join Zoom Meeting by phone

+1 669-900-9128

Meeting ID: 954 9604 3345

Password: 683847

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2020-12.

Sincerely,

Roberto Yano, P.E.
City Engineer/Director of Public Works

RY:ch

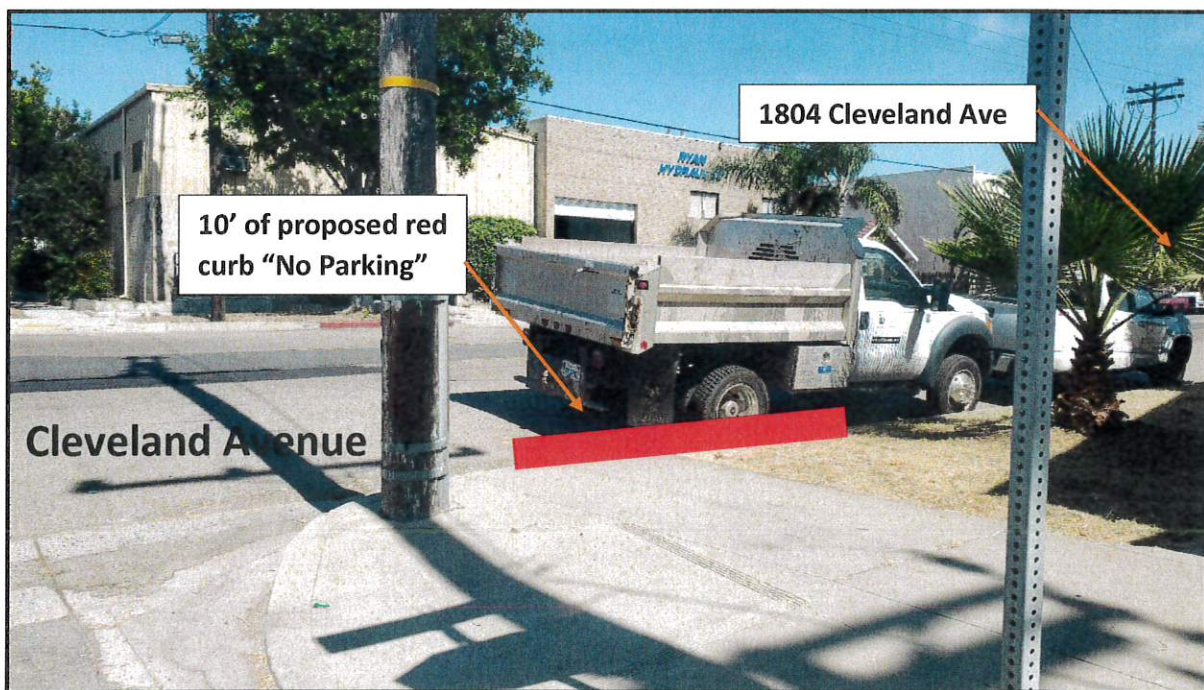
Enclosure: Location Map
2020-12

Location Map with Recommended Enhancements (TSC Item: 2020-12)





Location of proposed red curb "No Parking" on southwest corner of Cleveland Avenue (looking south)

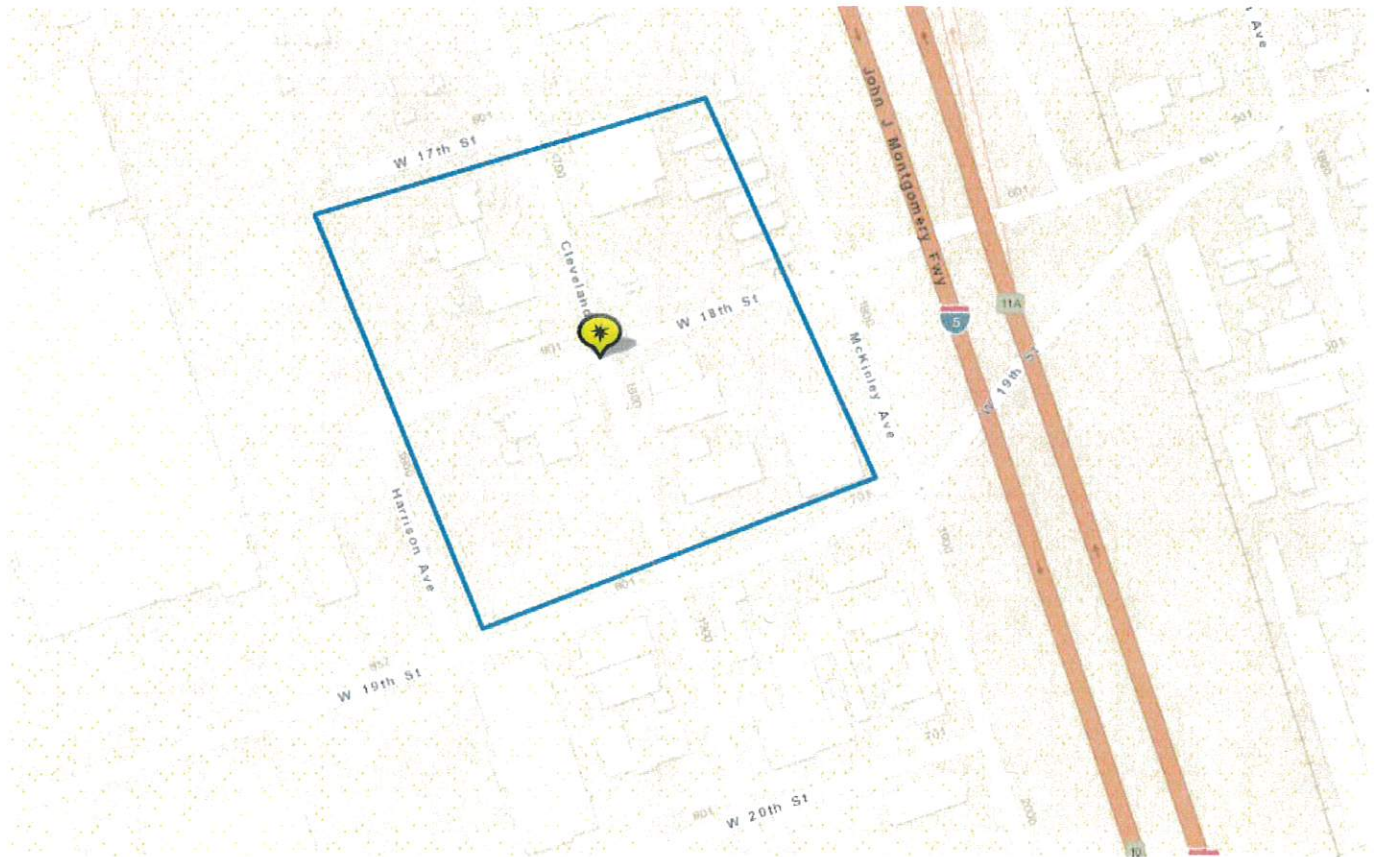


Location of proposed red curb "No Parking" on southwest corner of Cleveland Avenue (looking east)

Traffic Collision History (NCPD Records Division)

From October 30, 2015 – October 30, 2019, there was one traffic collision on the intersection of Cleveland Avenue & W. 18th Street.

AGENCY	ACTIVITY NUMBER	DATE	VIOLATION CODE	VIOLATION DESCRIPTION	ADDRESS	INJURY FLAG	NUMBER INJURED	NUMBER KILLED	HIT & RUN FLAG	HIT & RUN LEVEL	PEDESTRIAN RELATED	CHARGE LEVEL
NATIONAL CITY	1901128	2/26/2019 7:07	VC 22107	URNS: UNSAFE TURN AND/OR NO TURN SIGNAL (I)	1800 CLEVELAND AVE, NC, 91950	N	0	0	Y	MISDEMEANOR	N	INFRACTION



RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
APPROVING THE INSTALLATION OF 10 FEET OF RED CURB “NO PARKING” AT
THE INTERSECTION OF WEST 18TH STREET AND CLEVELAND AVENUE TO
ENHANCE VISIBILITY AT THE INTERSECTION
(TSC NO. 2020-12)**

WHEREAS, Chris Bowers, president of ICD Waterjet & Laser Inc. located at 1805 Cleveland Avenue, has requested red curb “No Parking” at the intersection between West 18th Street and Cleveland Avenue to improve visibility and enhance safety for the vehicles exiting from West 18th Street onto Cleveland Avenue; and

WHEREAS, City staff performed a site evaluation and on West 18th Street and Cleveland Avenue are currently 2-lanes wide and both streets have available parking on both sides of the street; and

WHEREAS, the posted speed limit on Cleveland Avenue is 35 miles per hour (“MPH”); and

WHEREAS, the intersection between the two streets are currently stop controlled for westbound and eastbound traffic on West 18th Street; and

WHEREAS, City staff confirmed that there is existing red curb on the east side of Cleveland Avenue, north and south of West 18th Street, and there is a driveway on the west side of Cleveland Avenue, north of West 18th Street at the intersection; and

WHEREAS, City staff confirmed that when vehicles park too close to the southwest corner on Cleveland Avenue at the intersection, the visibility for the vehicles that are exiting West 18th Street onto Cleveland Avenue is obstructed; and

WHEREAS, City staff reviewed the traffic collision history for this location, which confirmed there was one “reported” traffic collision within the past four years, due to an unsafe turn in the intersection; and

WHEREAS, on August 26, 2020, the Traffic Safety Committee voted unanimously approved City staff’s recommendation to install 10 feet of red curb “No Parking” on the south side of West 18th Street, west of Cleveland Avenue to improve visibility for vehicles exiting West 18th Street onto Cleveland Avenue which will not result in the loss of on-street parking.

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**Resolution No. 2020 –
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the installation of 10 feet of red curb “No Parking” on the south side of West 18th Street, west of Cleveland Avenue to improve visibility for vehicles exiting West 18th Street onto Cleveland Avenue which will not result in the loss of on street parking (TSC No. 2020-12).

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Warrant Register #5 for the period of 7/29/20 through 8/4/20 in the amount of \\$13,787,865.81. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #5 for the period of 7/29/20 through 8/4/20 in the amount of \$13,787,865.81. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 7/29/20 - 8/4/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
City of Chula Vista	348672	118,792.00	Animal Shelter Cost for FY 21
CSAC Excess Ins	348677	584,269.00	General Liability Insurance
CSAC Excess Ins	348678	137,584.00	Property Insurance
Public Emp Ret System	73120	4,744,686.00	FY21 UAL Prepayment Safety Plan
Public Emp Ret System	73120	2,759,000.00	FY21 UAL Annual Prepayment Plan
Union Bank of California	153186	339,277.51	2012 Bonds A/C 6711992301
The Bank of NY Mellon	153204	229,774.20	2017B TARB 7/30/20
The Bank of NY Mellon	153234	3,488,900.40	2017A TARB 7/30/20

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$13,787,865.81.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$13,787,865.81.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 5



WARRANT REGISTER # 5
8/4/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS - AUG 2020	348584	8/4/20	160.00
ANDERSON, E	RETIREE HEALTH BENEFITS - AUG 2020	348585	8/4/20	110.00
BEARD, P	RETIREE HEALTH BENEFITS - AUG 2020	348586	8/4/20	70.00
BECK, L	RETIREE HEALTH BENEFITS - AUG 2020	348587	8/4/20	140.00
BISHOP, R	RETIREE HEALTH BENEFITS - AUG 2020	348588	8/4/20	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS - AUG 2020	348589	8/4/20	260.00
BULL, P	RETIREE HEALTH BENEFITS - AUG 2020	348590	8/4/20	580.00
CAMEON, C	RETIREE HEALTH BENEFITS - AUG 2020	348591	8/4/20	400.00
CARRILLO, R	RETIREE HEALTH BENEFITS - AUG 2020	348592	8/4/20	290.00
COLE, L	RETIREE HEALTH BENEFITS - AUG 2020	348593	8/4/20	165.00
COLLINSON, C	RETIREE HEALTH BENEFITS - AUG 2020	348594	8/4/20	420.00
CONDON, D	RETIREE HEALTH BENEFITS - AUG 2020	348595	8/4/20	280.00
CORDERO, E	RETIREE HEALTH BENEFITS - AUG 2020	348596	8/4/20	520.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS - AUG 2020	348597	8/4/20	250.00
DEESE, L	RETIREE HEALTH BENEFITS - AUG 2020	348598	8/4/20	660.00
DESROCHERS, P	RETIREE HEALTH BENEFITS - AUG 2020	348599	8/4/20	110.00
DIAZ, M	RETIREE HEALTH BENEFITS - AUG 2020	348600	8/4/20	680.00
DILLARD, S	RETIREE HEALTH BENEFITS - AUG 2020	348601	8/4/20	480.00
DREDGE, J	RETIREE HEALTH BENEFITS - AUG 2020	348602	8/4/20	250.00
EISER III, G	RETIREE HEALTH BENEFITS - AUG 2020	348603	8/4/20	250.00
ESPIRITU, D	RETIREE HEALTH BENEFITS - AUG 2020	348604	8/4/20	620.00
ETZLER, J	RETIREE HEALTH BENEFITS - AUG 2020	348605	8/4/20	460.00
FABINSKI, D	RETIREE HEALTH BENEFITS - AUG 2020	348606	8/4/20	220.00
FERNANDEZ, R	RETIREE HEALTH BENEFITS - AUG 2020	348607	8/4/20	270.00
FIFIELD, K	RETIREE HEALTH BENEFITS - AUG 2020	348608	8/4/20	540.00
GAUT, A	RETIREE HEALTH BENEFITS - AUG 2020	348609	8/4/20	700.00
GELSKEY, K	RETIREE HEALTH BENEFITS - AUG 2020	348610	8/4/20	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS - AUG 2020	348611	8/4/20	120.00
GONZALES, M	RETIREE HEALTH BENEFITS - AUG 2020	348612	8/4/20	480.00
HANSON, E	RETIREE HEALTH BENEFITS - AUG 2020	348613	8/4/20	135.00
HARLAN, M	RETIREE HEALTH BENEFITS - AUG 2020	348614	8/4/20	500.00
HAUG, S	RETIREE HEALTH BENEFITS - AUG 2020	348615	8/4/20	120.00
HERNANDEZ, G	RETIREE HEALTH BENEFITS - AUG 2020	348616	8/4/20	500.00
HERNANDEZ, M	RETIREE HEALTH BENEFITS - AUG 2020	348617	8/4/20	600.00
HERNANDEZ, R	RETIREE HEALTH BENEFITS - AUG 2020	348618	8/4/20	400.00
HODGES, B	RETIREE HEALTH BENEFITS - AUG 2020	348619	8/4/20	200.00
IBARRA, J	RETIREE HEALTH BENEFITS - AUG 2020	348620	8/4/20	780.00
JONES, D	RETIREE HEALTH BENEFITS - AUG 2020	348621	8/4/20	480.00
JUNIEL, R	RETIREE HEALTH BENEFITS - AUG 2020	348622	8/4/20	50.00
KIMBLE, R	RETIREE HEALTH BENEFITS - AUG 2020	348623	8/4/20	300.00
KLOS, F	RETIREE HEALTH BENEFITS - AUG 2020	348624	8/4/20	480.00
LEACH, D	RETIREE HEALTH BENEFITS - AUG 2020	348625	8/4/20	600.00
LIMFUECO, M	RETIREE HEALTH BENEFITS - AUG 2020	348626	8/4/20	160.00
MATIENZO, M	RETIREE HEALTH BENEFITS - AUG 2020	348627	8/4/20	100.00
MCCABE, T	RETIREE HEALTH BENEFITS - AUG 2020	348628	8/4/20	280.00
MCDANIEL, P	RETIREE HEALTH BENEFITS - AUG 2020	348629	8/4/20	290.00
MEDINA, D	RETIREE HEALTH BENEFITS - AUG 2020	348630	8/4/20	105.00



WARRANT REGISTER # 5
8/4/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MEEKS, J	RETIREE HEALTH BENEFITS - AUG 2020	348631	8/4/20	460.00
MENDOZA, G	RETIREE HEALTH BENEFITS - AUG 2020	348632	8/4/20	290.00
MINER, D	RETIREE HEALTH BENEFITS - AUG 2020	348633	8/4/20	580.00
MORRISON, R	RETIREE HEALTH BENEFITS - AUG 2020	348634	8/4/20	520.00
NAGLE, D	RETIREE HEALTH BENEFITS - AUG 2020	348635	8/4/20	460.00
NOTEWARE, D	RETIREE HEALTH BENEFITS - AUG 2020	348636	8/4/20	120.00
OLIVARES, G	RETIREE HEALTH BENEFITS - AUG 2020	348637	8/4/20	280.00
OLIVERIA, H	RETIREE HEALTH BENEFITS - AUG 2020	348638	8/4/20	360.00
PAUU JR, P	RETIREE HEALTH BENEFITS - AUG 2020	348639	8/4/20	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS - AUG 2020	348640	8/4/20	140.00
PETERS, S	RETIREE HEALTH BENEFITS - AUG 2020	348641	8/4/20	290.00
POST, R	RETIREE HEALTH BENEFITS - AUG 2020	348642	8/4/20	280.00
RAY, S	RETIREE HEALTH BENEFITS - AUG 2020	348643	8/4/20	190.00
ROARK, L	RETIREE HEALTH BENEFITS - AUG 2020	348644	8/4/20	135.00
RODRIGUEZ, M	RETIREE HEALTH BENEFITS - AUG 2020	348645	8/4/20	260.00
RUIZ, J	RETIREE HEALTH BENEFITS - AUG 2020	348646	8/4/20	310.00
SANCHEZ, L	RETIREE HEALTH BENEFITS - AUG 2020	348647	8/4/20	330.00
SERVATIUS, J	RETIREE HEALTH BENEFITS - AUG 2020	348648	8/4/20	340.00
SHOEMAKER, M	RETIREE HEALTH BENEFITS - AUG 2020	348649	8/4/20	480.00
SHORT, C	RETIREE HEALTH BENEFITS - AUG 2020	348650	8/4/20	300.00
SILVA, L	RETIREE HEALTH BENEFITS - AUG 2020	348651	8/4/20	580.00
SMITH, J	RETIREE HEALTH BENEFITS - AUG 2020	348652	8/4/20	320.00
SMITH, M	RETIREE HEALTH BENEFITS - AUG 2020	348653	8/4/20	560.00
STEWART, W	RETIREE HEALTH BENEFITS - AUG 2020	348654	8/4/20	200.00
STRASEN, W	RETIREE HEALTH BENEFITS - AUG 2020	348655	8/4/20	135.00
TIPTON, B	RETIREE HEALTH BENEFITS - AUG 2020	348656	8/4/20	250.00
VERRY, L	RETIREE HEALTH BENEFITS - AUG 2020	348657	8/4/20	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS - AUG 2020	348658	8/4/20	480.00
WHITE, J	RETIREE HEALTH BENEFITS - AUG 2020	348659	8/4/20	230.00
YBARRA, Y	RETIREE HEALTH BENEFITS - AUG 2020	348660	8/4/20	220.00
RETIREE HEALTH BENEFIT TOTAL:				25,510.00
CA DEPARTMENT OF TAX AND FEE ADMIN	SALES TAX LIABILITY - PERIOD APR - JUNE	348581	7/30/20	5,570.00
CONSOLIDATED CONCEPTS	MAILER/FOCUSED GEN PLAN/POSTAGE	348582	7/30/20	3,443.76
CONSOLIDATED CONCEPTS	MAILER/FOCUSED GEN PLAN/POSTAGE	348583	7/30/20	2,676.12
ACADEMI TRAINING CENTER LLC	RANGE USE FOR DEPARTMENT QUALIFICATIONS	348661	8/4/20	225.00
ACEVEDO, M	TRAINING REIM TC COLLISION INV ACEVEDO	348662	8/4/20	316.66
ALVAREZ, DAVID	STATE OF THE CITY EXPENSES	348663	8/4/20	2,400.00
AMAZON	SPRAYER TIPS FOR DISINFECTANT	348664	8/4/20	107.72
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	348665	8/4/20	11,214.25
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY21	348666	8/4/20	595.36
BLACKIE'S TROPHIES & AWARDS	STATE OF THE CITY SUPPLIES	348667	8/4/20	313.20
BOOT WORLD	MOP 64096 SAFETY WEARING APPAREL - PW	348668	8/4/20	250.00
CALIFORNIA POLICE CHIEFS ASSOC	TRAINING TUITION FEE WLLE	348669	8/4/20	375.00
CERNA, JOSHUA	REFUND OVERPAYMENT	348670	8/4/20	50.00
CITY ATTORNEYS ASSOCIATION	CAASD MEMBERSHIP /CAO	348671	8/4/20	800.00
CITY OF CHULA VISTA	ANIMAL SHELTER COSTS FOR FY21	348672	8/4/20	118,792.00
CONCENTRA MEDICAL CENTERS	DOT EXAMS	348673	8/4/20	192.00



WARRANT REGISTER # 5
8/4/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
COUNTYWIDE MECHANICAL SYSTEMS	CITYWIDE ON-SITE HVAC SERVICES,	348674	8/4/20	3,843.75
COX COMMUNICATIONS	COX DATA VIDEO SERVICES FOR FY21	348675	8/4/20	3,948.23
CSA SAN DIEGO COUNTY	CDBG AGREEMENT: CSA SAN DIEGO COUNTY	348676	8/4/20	1,582.39
CSAC EXCESS INS AUTHORITY	GENERAL LIABILITY INSURANCE	348677	8/4/20	584,269.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	348678	8/4/20	137,584.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	348679	8/4/20	7,413.00
CSAC EXCESS INS AUTHORITY	PROPERTY INSURANCE	348680	8/4/20	2,550.00
CYBRARYN SOLUTIONS	CYBRARIAN ANNUAL RENEWAL 8/01/20-7/31/21	348681	8/4/20	1,219.75
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET FOR FY 2020~	348682	8/4/20	896.90
DE LAGE LANDEN	LEASE 20 SHARP COPIERS FOR FY21.	348683	8/4/20	2,939.63
D-MAX ENGINEERING INC	TORWATER SERVICES 19-20	348684	8/4/20	41,711.33
ESGIL CORPORATION	INSPECTION SERVICES - ESGIL	348685	8/4/20	11,412.50
FEDEX	LAS PALMAS POOL	348686	8/4/20	158.03
GONZALES, R	TRAINING REIM PIO R.GONZALES	348687	8/4/20	136.31
GRAINGER	MOP 65179 GENERAL SUPPLIES - PW	348688	8/4/20	3,706.69
HAWTHORNE MACHINERY	GASKET AND SEAL	348689	8/4/20	34.59
HERNANDEZ, A	REIMBURSEMENT FOR COURT PARKING TICKET	348690	8/4/20	12.00
HERNANDEZ, MARGARITA	CITATION OVERPMNT REFUND	348691	8/4/20	10.00
HOME DEPOT CREDIT SERVICES	VARIOUS SAFETY SUPPLIES AS NEEDED	348692	8/4/20	495.90
JANI-KING OF CALIFORNIA INC	COVID-19 JANITORIAL CLEANING SERIVCES	348693	8/4/20	13,194.44
KFMB TV LLC	REFUND CITATION 3022720	348694	8/4/20	35.00
KIMLEY HORN AND	8TH AND ROOSEVELT	348695	8/4/20	4,461.80
KRONOS INC	KRONOS ANNUAL MAINTENANCE AND LICENSING	348696	8/4/20	12,494.94
LASER SAVER INC	MOP 04840 PD	348697	8/4/20	99.95
LEFORT'S SMALL ENGINE REPAIR	MOP 80702 EQUIPMENT SUPPLIES AND REPAIR	348698	8/4/20	923.19
LEHR AUTO ELECTRIC	COMPUTER STAND	348699	8/4/20	341.94
LORONA, E	LICENSE REIMBURSEMENT	348700	8/4/20	70.00
MAN K9 INC	CANINE MAINTENANCE	348701	8/4/20	1,040.00
MASON'S SAW	MOP 45729 CHAINSAW REPAIR AND PARTS	348702	8/4/20	315.59
MCDUGAL LOVE ECKIS	PROFESSIONAL SERVICES/ CAO	348703	8/4/20	17,247.50
NAVARRO, MIGUEL	CITATION REFUND OVERPMNT	348704	8/4/20	25.00
OFFICE SOLUTIONS BUSINESS	MOP 25003 PD	348705	8/4/20	313.20
PCS MOBILE	CF BATTERY PACKS	348706	8/4/20	286.02
PHILLIPS, W	REIMB PHILLIPS SR SIGHT	348707	8/4/20	51.40
POWERSTRIDE BATTERY CO INC	8A8D AGM DEKA WITH LTERMINALS – BATTERY	348708	8/4/20	1,801.72
PRO BUILD COMPANY	VARIOUS SAFETY SUPPLIES AS NEEDED	348709	8/4/20	655.94
PROFESSIONAL SEARCH GROUP LLC	TEMP SVCS MAYORS OFFICE	348710	8/4/20	6,944.00
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348711	8/4/20	916.35
RON TURLEY ASSOCIATES INC	RTA ANNUAL MAINTENANCE AGREEMENT	348712	8/4/20	3,650.00
SASI	DEBIT CHGS 4/1-4/30/20 TRUST ACCT CHGS 5	348713	8/4/20	361.00
SASI	DEBIT CHGS 3/1-3/30/20 TRUST ACCT CHGS 4	348714	8/4/20	61.90
SDG&E	GAS AND ELECTRIC UTILITIES FOR	348715	8/4/20	46,705.03
SHARP ELECTRONICS CORPORATION	MAINTENANCE 20 SHARP COPIERS FOR FY21	348716	8/4/20	1,588.94
SIEMENS INDUSTRY INC	ADDITIONAL FIRE AND SECURITY ALARM	348717	8/4/20	18,510.00
SMART SOURCE OF CALIFORNIA LLC	MOP 63845 OFFICE SUPPLIES – PW ENGINEERING	348718	8/4/20	462.21
SONSRAY MACHINERY LLC	CONDENSER / PW	348719	8/4/20	371.52
SOUTH BAY COMMUNITY SERVICES	CDBG AGREEMENT: SOUTH BAY COMMUNITY	348720	8/4/20	5,013.87

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15TH OF SEPTEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Warrant Register #6 for the period of 8/5/20 through 8/11/20 in the amount of \\$2,283,675.41. \(Finance\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Warrant Register #6 for the period of 8/5/20 through 8/11/20 in the amount of \$2,283,675.41. (Finance)

PREPARED BY: Karla Apalategui, Senior Accounting Assistant

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period 8/5/20 - 8/11/20. Consistent with Department of Finance's practice, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
ARJIS	348735	66,562.00	ARJIS User Fee
Portillo Concrete Inc	348770	166,176.90	CIP 18-10 Euclid Ave Bicycle & Ped
Whillock Contracting	348802	145,946.31	CIP 18-07 Paradise Creek Park
Public Emp Ret System	80620	283,664.27	Service Period 7/14/20 – 7/27/20

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: 

FINANCE

APPROVED: _____

MIS

Warrant total \$2,283,675.41.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,283,675.41.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Warrant Register # 6



WARRANT REGISTER # 6
8/11/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
A. PREMAN ROOFING	CIP 19-50 LAS PALMAS POOL FACILITY ROOF	348733	8/11/20	43,068.25
ALTA LANGUAGE SERVICES INC	EMPLOYEE BILINGUAL TESTING	348734	8/11/20	132.00
ARJIS	ARJIS USER FEE	348735	8/11/20	66,562.00
BEHAVIOR ANALYSIS TRAINING INC	TRAINING TUITION INV INTERVIEW / PD	348736	8/11/20	962.00
BLUE PACIFIC ENGINEERING	CIP 18-14 SWEETWATER BIKEWAY CONST.	348737	8/11/20	22,800.00
BRINK'S INCORPORATED	ARMOR CAR SVCS JULY 2020	348738	8/11/20	581.40
BROADWAY AUTO GLASS	OFF-SITE WINDOW TINT, REPAIR	348739	8/11/20	326.28
BUREAU VERITAS N AMERICA INC	INV 1528635 / PLAN REVIEW SERVICES	348740	8/11/20	43,825.70
CALIFORNIA ELECTRIC SUPPLY	MOP 45698 ELECTRIC SUPPLIES - PW	348741	8/11/20	484.48
CDWG	ADO ACRO PRO DC F / ENT L9 12M~	348742	8/11/20	3,410.50
CHEN RYAN ASSOCIATES INC	24TH ST. TODO	348743	8/11/20	27.50
CHILDREN'S HOSPITAL	NATIONAL CITY SAFE ROUTES TO SCHOOL PROG	348744	8/11/20	21,772.00
CLEAN HARBORS ENVIRONMENTAL	CONTRACT SERVICES	348745	8/11/20	2,270.75
COUNTY OF SAN DIEGO	CNTY OF SD CITATION REV GC6000-761000	348746	8/11/20	5,412.50
DANIELS TIRE SERVICE	MOP 76986 GENERAL AUTO SUPPLIES - PW	348747	8/11/20	1,035.67
DELL MARKETING L P	OPTIPLEX 3070 SFF MLK	348748	8/11/20	21,270.41
DEPARTMENT OF MOTOR VEHICLES	DMV - CALIFORNIA VEHICLE CODE BOOK	348749	8/11/20	113.62
D-MAX ENGINEERING INC	CIP 19-35 PARADISE CREEK AT KIMBALL WAY	348750	8/11/20	39,226.50
EXOS COMMUNITY SERVICES LLC	MANAGEMENT FEES~ JULY	348751	8/11/20	41,960.44
FACTORY MOTOR PARTS	MOP 82766 AUTOSUPPLIES - PW	348752	8/11/20	269.16
FERGUSON ENTERPRISES 1350	MOP 45723 FACILITY SUPPLIES - PW	348753	8/11/20	105.98
GRAINGER	VARIOUS SAFETY SUPPLIES AS NEEDED	348754	8/11/20	4,415.24
GREGORY, B	REIMB: GREGORY MEETING SUPPLIES	348755	8/11/20	32.99
HOME DEPOT CREDIT SERVICES	VARIOUS SAFETY SUPPLIES AS NEEDED	348756	8/11/20	2,597.20
INNOVATIVE CONSTRUCTION	CIP 19-17 DIVISION - EUCLID TO HARBISON	348757	8/11/20	1,256.50
JONES, D	VACATION PAYOFF ADJUSTMENT DEREK JONES	348758	8/11/20	982.88
KD 18TH LLC	REFUND OF CONSTRUCTION & DEMO DEPOSIT -	348759	8/11/20	274.75
KTUA	019-078.01 ROOSEVELT AVE. SMART GROWTH	348760	8/11/20	15,035.00
LASER SAVER INC	PRINTER INK - LASER SAVER	348761	8/11/20	716.39
LASHBROOK	REIMB LASHBROOK CLEARS MEMBERSHIP	348762	8/11/20	50.00
MRI SOFTWARE LLC	HAPPY SOFTWARE ANNUAL SUBSCRIPTION	348763	8/11/20	27,987.55
NV5 INC	LAS PALMAS POOL ELECTRICAL	348764	8/11/20	17,387.50
OFFICE SOLUTIONS BUSINESS	MOP 83778 / OFFICE SUPPLIES / FINANCE	348765	8/11/20	25.83
O'REILLY AUTO PARTS	MOP 75877 AUTOSUPPLIES - PW	348766	8/11/20	31.03
PARTS AUTHORITY METRO LLC	MOP 75943 AUTOSUPPLIES - PW	348767	8/11/20	443.93
PARTS AUTHORITY METRO LLC	MOP 75943 AUTO SUPPLIES - PW	348768	8/11/20	67.53
PENSKE FORD	R&M CITY VEHICLES FY 2021	348769	8/11/20	1,052.90
PORTILLO CONCRETE INC	CIP 18-10 EUCLID AVE. BICYCLE & PED.	348770	8/11/20	166,176.90
POWERSTRIDE BATTERY CO INC	MOP 67839 AUTOSUPPLIES - PW	348771	8/11/20	623.85
PRO BUILD COMPANY	MOP 45707 PAINT SUPPLIES / NSD	348772	8/11/20	66.46
PROFESSIONAL SEARCH GROUP LLC	TEMP SVC / NSD	348773	8/11/20	1,360.00
PROJECT PROFESSIONALS CORP	P-1 SEWER UPSIZING 19-43	348774	8/11/20	38,977.69
PRUDENTIAL OVERALL SUPPLY	MOP 45742 LAUNDRY SERVICES - PW	348775	8/11/20	807.24
ROUSTON, J	REIMBURSEMENT - CWEA ANNUAL MEMBERSHIP	348776	8/11/20	281.00
SAN DIEGO HYDRAULICS	MOP 85005 AUTO SUPPLIES - PW	348777	8/11/20	315.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING POLICE ACADEMY AND ROT	348778	8/11/20	1,012.00
SASI	PROC CHGS, TRUST ACCTING, DEBIT CARD CHG	348779	8/11/20	359.50



WARRANT REGISTER # 6
8/11/2020

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SCST INC	CIP NO. 19-05 PALM AVENUE ROAD REH.	348780	8/11/20	13,888.00
SDG&E	GAS AND ELECTRIC UTILITIES	348781	8/11/20	9,340.15
SITEONE LANDSCAPE SUPPLY LLC	IRRIGATION, SUPPLIES, AND PARTS	348782	8/11/20	877.49
SOUTHERN CALIF TRUCK STOP	MOP 45758 AUTO SUPPLIES – PW	348783	8/11/20	78.19
SOUTHWEST CONSTRUCTION SERVICE	CIP 19-52 CIVIC CENTER BOILER REPLACEME	348784	8/11/20	38,854.05
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES - PW	348785	8/11/20	1,734.71
STAPLES TECHNOLOGY SOLUTIONS	MERIDIAN TEMPERATURE KIOSK	348786	8/11/20	2,717.66
SWAGIT PRODUCTION LLC	SWAGIT WEBCASTING FOR FY20	348787	8/11/20	1,920.83
SWEETWATER AUTHORITY	WATER BILL FOR FACILITIES FY 2020	348788	8/11/20	9,425.44
TEHQ LLC	TRANSLATION EQUIPMENT / MIS	348789	8/11/20	6,995.00
THE SHERWIN WILLIAMS CO	MOP 77816 PAINT SUPPLIES / NSD	348790	8/11/20	480.15
THE SHOPPER INC	ZENITH PAC DVD CASES AND LOCKS	348791	8/11/20	938.76
THE STAR NEWS	PUBLIC NOTICING - STAR NEWS	348792	8/11/20	194.75
TINOSA INC	AIR SAMPLE/PARTS	348793	8/11/20	881.61
TODD PIPE & SUPPLY LLC	CITYWIDE PLUMBING MATERIALS, PARTS	348794	8/11/20	700.74
T'S & SIGNS	COMMUNITY SERVICES UNIFORM JACKETS	348795	8/11/20	76.13
U S BANK	CREDIT CARD EXPENSES / POLICE	348796	8/11/20	4,949.07
UNGAB, S	REIMB: UNGAB MEETING SUPPLIES	348797	8/11/20	32.99
US BANK	COMMUNITY SERVICES JUNE JULY US BANK	348798	8/11/20	1,487.00
WAXIE SANITARY SUPPLY	COVID 19 CLEANING AND DISINFECTING	348799	8/11/20	3,684.47
WESTFLEX INDUSTRIAL	MOP 63850 PLUMBING SUPPLIES – PW	348800	8/11/20	64.57
WETMORES	MOP 80333 AUTO SUPPLIES – PW	348801	8/11/20	211.44
WHILLOCK CONTRACTING	CIP18-07 PARADISE CREEK PARK REMED.	348802	8/11/20	145,946.31
WILLY'S ELECTRONIC SUPPLY	MOP 45763 ELECTRIC SUPPLIES – PW	348803	8/11/20	228.03
YOURMEMBERSHIP.COM	WEB JOB POSTING - FINANCE MANAGER	348804	8/11/20	259.00
			A/P Total	843,920.54
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 7/14/20 - 7/27/20	80620	8/6/20	283,664.27
PAYROLL				
Pay period	Start Date	End Date	Check Date	
15	7/14/2020	7/27/2020	8/5/2022	1,156,090.60
GRAND TOTAL				\$ 2,283,675.41

CERTIFICATION

IN ACCORDANCE WITH SECTIONS 37202, 37208, AND 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.



MARK ROBERTS, DIRECTOR OF FINANCE

BRAD RAULSTON, CITY MANAGER

FINANCE COMMITTEE

ALEJANDRA SOTELO-SOLIS, MAYOR/CHAIRWOMAN

MONA RIOS, VICE MAYOR

JERRY CANO, COUNCILMEMBER

GONZALO QUINTERO, COUNCILMEMBER

RONALD J. MORRISON, COUNCILMEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 15TH OF SEPTEMBER 2020.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of an Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee.](#)
(City Manager)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Public Hearing and Adoption of an Ordinance of the City Council of the City of National City Amending the National City Municipal Code Section 16.09.010 of Chapter 16.09 of Title 16 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee.

PREPARED BY: Lauren Maxilom, Management Analyst II
Tony Winney, Assistant City Manager

DEPARTMENT: City Manager's Office

APPROVED BY: 

EXPLANATION:

At the September 1, 2020 City Council meeting, the City Council introduced an ordinance amending the National City Municipal Code section 16.09.010, Veterans and Military Families Advisory Committee, to reduce and modify the membership from eleven members to seven members. Of the seven members, five shall be National City residents, and up to two may be non-residents.

Staff report attached with additional information.

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☒

STAFF RECOMMENDATION:

Staff recommends adopting the ordinance amending Municipal Code section 16.09.01

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Staff report 9/15/20
2. Ordinance
3. Staff report 9/1/20

Veterans and Military Families Advisory Committee

At the September 1, 2020 City Council meeting and ordinance was introduced amending the National City Municipal Code section 16.09.01 to reduce and modify the membership of the Veterans and Military Families Advisory committee from eleven members to seven members. Of the seven members, five shall be National City residents, and up to two may be non-residents.

If the City Council adopts the ordinance this evening the amendments would take effect in thirty days.

Prior to the September 1, 2020 City Council meeting, staff polled the current committee members of their interest in continuing to serve. Seven members expressed an interest to continue; three residents and four non-residents. Due to the lack of existing committee members that are also National City residents, in order to meet the proposed residency requirement, the City Clerk would need to advertise for new interested applicants. Staff would then schedule applicant interviews during the October 20, 2020 City Council meeting. Existing committee members would not need to apply or be interviewed again.

After the City Council makes appointments to the committee, the City Clerk would administer a random drawing in order to assign staggered terms. The staggered terms would range between one and four years, preventing a majority of the members from leaving at the same time. Staff will suggest a 5:30pm meeting time for the committee's first meeting and will provide latitude to the Chair of the committee to adjust the meeting time if necessary in the future.

Recommendation

Staff recommends adopting the ordinance amending Municipal Code section 16.09.010 Veterans and Military Families Advisory Committee to reduce and modify the membership from eleven members to seven members. Of the seven members, five shall be National City residents, and up to two may be non-residents.

Veterans and Military Families Advisory Committee

At the August 18, 2020 City Council meeting, staff brought forward an item to repeal section 16.09 of the National City Municipal Code in its entirety to dissolve the Veterans and Military Families Advisory Committee. This recommendation was brought forth as a result of the February 4, 2020 City Council meeting, where the City Council requested staff bring back a report on the status of the Veterans and Military Families Advisory Committee including the attendance, resident status, and committee roster.

During the August 18, 2020 City Council meeting, Councilmember Morrison made a motion to reduce the eleven member committee to seven members. The motion was confirmed by Councilmember Quintero and unanimously approved. Further direction was given regarding the residency requirements. Of the proposed seven voting members, five would be National City residents, and up to two voting members may be non-residents, similar to those requirements of the Community and Police Relations Commission.

Staff contacted the current ten committee members on their desire to continue to serve.

- 3 resident committee members expressed a desire to continue to serve
- 4 non-resident committee members expressed a desire to continue to serve
- 1 non-resident committee member requested to step down
- 1 resident committee member did not respond
- 1 non-resident committee member did not respond

In addition to introducing the ordinance staff needs further direction on the following:

- The appointment process of the amended committee members
- Staggering the 4 year terms

Attendance

2019

February 28, 2019 - quorum

Present – Aguilar-Perez, Barajas, Burton, Ferrill, Minton, Ramirez, Slade

Absent – Hunter, Norton, Storer

March 13, 2019 – no quorum

Present – Ferrill, Minton, Ramirez

Absent – Aguilar-Perez, Barajas, Burton, Hunter, Norton, Slade, Storer

April 25, 2019 - quorum

Present – Aguilar-Perez, Barajas, Burton, Ferrill, Minton, Ramirez, Slade
Absent – Hunter, Norton, Storer

May 28, 2019 – no quorum

July 25, 2019 - quorum

Present – Ferrill, Griffin, Hunter, Minton, Norton, Slade
Absent – Aguilar Perez, Barajas, Burton, Ramirez, Storer

October 24, 2019 – cancelled due to lack of quorum

2020

January 23, 2020 – cancelled due to lack of quorum

April 23, 2020 – cancelled per COVID-19

July 23, 2020 – cancelled per COVID-19

Background

The ordinance amending Title 16 of the National City Municipal Code adding Chapter 16.09 establishing a Veterans and Military Families Advisory Committee was adopted on February 21, 2017.

Some important areas to highlight in the original ordinance are:

- 11 member volunteer committee
- Appointments by the Mayor with confirmation by City Council
- Committee members may be residents or non-residents
- Meetings to be held quarterly (at a minimum)
- City staff to provide administrative support to the Committee

Purpose of the Committee

The National City Veterans and Military Families Advisory Committee serves in an advisory capacity to the City Council of the City of National City on matters related to the support of our veterans and military community. The Committee makes recommendations to the City Council with respect to veterans and military service member-related issues, ceremonies, and other activities that occur within National City. Committee meetings provide a forum for discussion of issues relating to veterans and military families. The Committee provides advice and assistance to National City

residents regarding resources available for veterans, military personnel, and their families. The Committee acts as a conduit of communication and coordination between the local veteran and military community, and the City of National City.

The Committee's responsibilities may include providing recommendations to the City Council on issues of interest to veterans, military personnel, and their families; providing a forum to discuss and help resolve issues, encouraging and promoting awareness, planning and assisting the City with planning of events honoring the heritage of our veterans and military community to establish and promote positive relations within the City; and serving as a liaison between the City of National City and community partners.

Meeting History

The Mayor and Council interviewed and appointed committee members from July, 2017 through July of 2018. After all committee members were sworn in by August 2018, staff made contact to coordinate their first meeting. It took many attempts to confirm quorum attendance and the first Veterans and Military Families Advisory Committee meeting was held on February 28, 2019.

To date the committee has held three regular meetings (February 28, 2019 - April 25, 2019 - July 25, 2019). Four other meetings (March 13, 2019 - May 28, 2019 - October 24, 2019 - January 23, 2020) were either canceled or unable to start the meeting due to a lack of quorum. The April 23, 2020 and July 23, 2020 meetings were cancelled due to COVID-19.

Recommendation

Staff recommends adopting the ordinance amending Municipal Code section 16.09.010 Veterans and Military Families Advisory Committee to reduce and modify the membership from eleven members to seven members. Of the seven members, five shall be National City residents, and up to two may be non-residents.

ORDINANCE NO. 2020 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY AMENDING THE NATIONAL CITY MUNICIPAL CODE SECTION 16.09.010 OF CHAPTER 16.09 OF TITLE 16 BY REDUCING AND MODIFYING THE MEMBERSHIP OF THE VETERANS AND MILITARY FAMILIES ADVISORY COMMITTEE

WHEREAS, on February 21, 2017 the City Council adopted an Ordinance establishing the Veterans and Military Families Advisory Committee, consisting of eleven members; and

WHEREAS, it was not until August 2018 that all eleven members had been interviewed, appointed and sworn into office; and

WHEREAS, due to the size of the membership of committee, it was difficult to achieve a confirm quorum attendance resulting in the first Veterans and Military Families Advisory Committee meeting not taking place until February 28, 2019; and

WHEREAS, on August 18, 2020, the City Council directed City staff to draft a proposed Ordinance amending Municipal Code Section 16.09.010 by reducing and modifying the membership of the Veterans and Military Families Advisory Committee.

NOW THEREFORE, the City Council of the City of National City does ordain as follows:

Section I. Reducing and Modifying the Membership

Section 16.09.010 of Chapter 16.09 of Title 16 is amended to read as follows:

16.09.010 Created. Pursuant to the authority granted by Sections 36505 – 36506 of the California Government Code, there is hereby created a Veterans and Military Families Advisory Committee, consisting of seven (7) voting members to be appointed by the Mayor subject to confirmation by the City Council, and serving at the pleasure of the Mayor and City Council. Of the seven (7) voting members, of which at least five (5) shall be residents, and up to two (2) may be non-residents.

Section II. Severability

If any portion of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional, by a court of competent jurisdiction, that portion shall be deemed severable, and such invalidity, unenforceability or unconstitutionality shall not affect the validity or enforceability of the remaining portions of the Ordinance, or its application to any other person or circumstance. The City Council of the City of National City hereby declares that it would have adopted each section, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more other sections, sentences, clauses or phrases of the Ordinance be declared invalid, unenforceable or unconstitutional.

Section III. Ordinance Effective Date

This Ordinance shall take effect Thirty (30) days after its passage, and before the expiration of Fifteen (15) days after its passage a summary of the Ordinance in its entirety shall be published, with the names of the members voting for and against the same, once in a local newspaper of general circulation in the City of National City, State of California.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Public Hearing and Adoption of a Resolution of the City Council of the City of National City Adopting the Amended City Conflict of Interest Code which incorporates by reference the Fair Political Practices Commission's Standard Model Conflict of Interest Code in Resolution No. 2018-171. \(City Attorney\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City Adopting the Amended City Conflict of Interest Code which incorporates by reference the Fair Political Practices Commission's Standard Model Conflict of Interest Code in Resolution No. 2018-171.

PREPARED BY: Angil P. Morris-Jones

PHONE: 619 336-4220

EXPLANATION:

Please see attached Memorandum.

DEPARTMENT: City Attorney

APPROVED BY: 

FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Memorandum
2. Resolution



DATE: September 15, 2020

TO: Mayor and City Council

FROM: City Attorney

SUBJECT: Written Statement that an Amended Conflict of Interest Code Is Required

THE BASIC CONFLICT OF INTEREST RULE

The basic rule for conflicts of interest is set forth in Section 87100 of the Political Reform Act, California Government Code Section 87100, et seq. (the “Act”), as follows:

No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.

In this context, “public official” means every member, officer, employee, or consultant of a state or local government agency (Section 82048).

THE CITY’S CONFLICT OF INTEREST CODE

The Political Reform Act requires various city officials to file an annual Statement of Economic Interests (“SEI”). Those required to file statements are divided into two groups – those required to file under Government Code Section 87200 (mayors, council members, planning commissioners, city managers, city attorneys, and those who manage public investments), and those required to file under Government Code Section 87300. The reporting requirements of the Section 87200 filers are established by state law. The reporting requirements of the Section 87300 filers are established by conflict of interest codes adopted by each city. The conflict of interest code contains a list of “designated positions” which are subject to the code. The individuals who occupy those positions are required to file a SEI. What information those individuals must report on their SEI is also identified in the code under “disclosure categories.” The categories of financial interests that must potentially be disclosed are: investments, interests in real property (except a personal residence), sources of income including gifts, and business positions. Whether all or only some of these interests must be reported, and to what extent they must be reported, is determined on a case-by-case basis.

The criteria for determining whether an officer, employee, board member, or consultant should file a statement of economic interests under a conflict of interest code are set forth in Sections 18700, and 18702 through 18702.4 of Title 2 of the California Code of Regulations. (Title 2 of the California Code of Regulations [“CCR”] are the administrative regulations adopted by the FPPC to implement the Political Reform Act). Essentially, if in carrying out the duties of their position, the individual is involved in making, participating in the making, or using or attempting to use his/her official position to influence a governmental decision that he/she knows or has reason to know he/she has a disqualifying conflict of interest, then the individual is subject to the reporting requirement. In adopting a conflict of interest code, the City Council makes the factual determination as to whether these criteria are present, thus requiring inclusion of a classification in the code.

The CCR contains certain sections which provide some guidance to the City Council in making this determination.

Section 18702.1 provides that a public official “makes a governmental decision” when the official, acting within the authority of his or her office, votes on a matter, appoints a person, obligates his or her agency to any course of action, enters into any contract on behalf of the agency, or determines not to act on any of the above, unless such determination not to act is made because of his or her financial interest.

Section 18702.2 states that a public official “participates in making a governmental decision” when, acting within the authority of his or her position, he or she negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision. A public official also participates in making a governmental decision when he or she advises or makes recommendations to the decision-maker either directly or without significant intervening substantive review, by conducting research or making any investigation that requires the exercise of judgment on the part of the official in order to influence a governmental decision; or prepares or presents any report, analysis, or opinion, orally or in writing, which requires the exercise of judgment in order to influence a governmental decision.

Section 18702.3 sets forth the factors to consider in determining when a public official is “using or attempting to use his/her official position to influence a governmental decision”. With regard to a governmental decision which is within or before an official’s agency or an agency appointed by or subject to the budgetary control of his or her agency, the official is attempting to use his or her official position to influence the decision if, for the purpose of influencing the decision, the official contacts or appears before or otherwise attempts to influence any member, officer, or employee or consultant of the agency; or if, for the purpose of influencing the decision, the official acts or purports to act on behalf of, or as the representative of, his or her agency to any member, officer, employee, or consultant of an agency. Such actions include, but are not limited to, the use of official stationery.

Section 18702.4 enumerates the actions which are not considered “making or participating in making a governmental decision,” as follows:

- (1) Actions of public officials which are solely ministerial, secretarial, manual, or clerical.

- (2) Appearances by a public official as a member of the general public before an agency in the course of its prescribed governmental function to represent himself or herself on matters related solely to the official's personal interests.
- (3) Actions by public officials relating to their compensation or the terms or conditions of their employment or contract.

Section 18702.4 also provides that an official is not attempting to "use his or her official position to influence a governmental decision" when engaged in the following activities:

- (1) Appearing in the same manner as any other member of the general public before an agency in the course of its prescribed governmental function solely to represent himself or herself on a matter which is related to his or her personal interests.
- (2) Communicating with the general public or the press.
- (3) Negotiating his or her compensation or the terms and conditions of his or her employment or contract.
- (4) Preparing drawings or submissions of an architectural, engineering, or similar nature to be used by a client in connection with a proceeding before any agency.
- (5) Appearing before a design or architectural review committee or similar body of which he or she is a member to present drawings or submissions of an architectural, engineering, or similar nature which the official has prepared for a client.

DISCLOSURE CATEGORIES UNDER THE CONFLICT OF INTEREST CODE

The types of financial interests which must be reported under the Conflict of Interest Code are known as "Disclosure Categories". The following are seven potential Disclosure Categories:

- CATEGORY 1: Investments and sources of income.
- CATEGORY 2: Interests in real property.
- CATEGORY 3: Investments, interests in real property, and sources of income subject to the regulatory, permit, or licensing authority of the department.
- CATEGORY 4: Investments in business entities and sources of income that engage in land development, construction, or the acquisition or sale of real property.
- CATEGORY 5: Investments in business entities and sources of income of the type which, within the past 12 months or calendar year, whichever is applicable, have contracted with the City of National City or the Community Development Commission of the City of National City to provide services, supplies, materials, machinery, or equipment.

CATEGORY 6: Investments in business entities and sources of income of the type which, within the past 12 months or calendar year, whichever is applicable, have contracted with the person's department to provide services, supplies, materials, machinery, or equipment.

CATEGORY 7: Business positions.

Section 18730 of the CCR, which is incorporated in the City's Conflict of Interest Code, describes the information that is required to be reported on the SEI under the Disclosure Categories as follows:

1. Investment and Real Property Disclosure.

When an investment or an interest in real property is required to be reported, the statement shall contain the following:

- a) A statement of the nature of the investment or interest.
- b) The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged.
- c) The address or other precise location of the property.
- d) A statement whether the fair market value of the investment or interest in real property equals or exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

2. Personal Income Disclosure.

When personal income is required to be reported, the statement shall contain:

- a) The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
- b) A statement of whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000).
- c) A description of the consideration, if any, for which the income was received.
- d) In the case of a gift, the name, address, and business activity of the donor and any intermediary through which the gift was made, a description of the

gift, the amount, or value of the gift, and the date on which the gift was receive.

- e) In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

3. Business Entity Income Disclosure.

When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

- a) The name, address, and a general description of the business activity of the business entity.
- b) The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

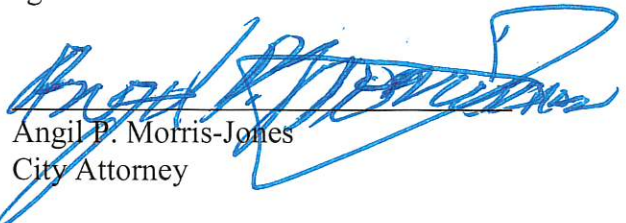
4. Business Position Disclosure.

When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the entity.

REQUIREMENT TO REVIEW/AMEND
CONFLICT OF INTEREST CODE

Section 87306.5 of the Act requires that no later than October 1 of each even-numbered year, the code reviewing body (the City Council is the "code reviewing body" for all agencies in the City, including the CDC) shall cause a review of its conflict of interest code to occur, and for the code to be amended if necessitated by changed circumstances. Upon review of the code, if no change is required, a written statement to that effect shall be submitted to the City Council no later than October 1 of that same year.

The City Council last adopted the City's Conflict of Interest Code without any changes to the previous code on September 18, 2018, pursuant to Resolution No. 2018-171. Upon review of the current code, changes are required and recommended. At the present time, it is my recommendation that the Code designating positions are amended as reflected in the proposed resolution for adoption. There are new and changed positions to be added as well as the additional positions to be designated at this time. Accordingly, the resolution presented for your approval incorporates Exhibit A which includes the required changes.


Angil P. Morris-Jones
City Attorney

RESOLUTION NO. 2020 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY ADOPTING THE AMENDED CITY CONFLICT OF INTEREST CODE WHICH INCORPORATES BY REFERENCE THE FAIR POLITICAL PRACTICES COMMISSION'S STANDARD MODEL OF CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires every state or local government agency to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a standard model Conflict of Interest Code, 2 California Code of Regulations Section 18730, which can be incorporated by reference, and which will be amended to conform to amendments in the Political Reform Act of 1974 after public notice and hearings conducted by the Fair Political Practices Commission pursuant to the Administrative Procedure Act, Government Code Sections 11370, et seq.; and

WHEREAS, the City of National City has adopted the standard model and amended its Conflict of Interest Code in 2018 by Resolution Number 2018-171; and

WHEREAS, Section 87306.5 of the Act requires that no later than October 1 of each even-numbered year, the code reviewing body (the City Council is the "code reviewing body" for all agencies in the City, including the CDC) shall cause a review of its conflict of interest code to occur, and for the code to be amended if necessitated by changed circumstances; and

WHEREAS, the City has reviewed its current Conflict of Interest Code to determine whether any changes are necessitated by current circumstances; and

WHEREAS, the City of National City has determined that changes are necessary and have amended the attached Appendix to accurately reflect those changes which should be designated and the categories of financial interests which should be made reportable.

NOW, THEREFORE, BE IT RESOLVED that except for Section 9.5 thereof pertaining to state officers and employees, the terms of 2 California Code of Regulations Section 18730, attached hereto as Exhibit "A", and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of National City.

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///

**Resolution No. 2020 –
Page Two**

BE IT FURTHER RESOLVED that Resolution No. 2018-171 is hereby rescinded.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Resolution of the City Council of the City of National City: 1\) authorizing approval for the submittal of a project application in the amount of \\$1,769,680 for West 19th Street Greenway project through the Recreational Trail and Greenways Grant Program; and 2\) authorizing the City Manager or designee to execute the grant agreement if selected for funding. \(Engineering/Public Works\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.:

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) authorizing approval for the submittal of a project application in the amount of \$1,769,680 for W. 19th Street Greenway project through the Recreational Trail and Greenways Grant Program; and 2) authorizing the City Manager or designee to execute the grant agreement if selected for funding.

PREPARED BY: Luca Zappiello, Assistant Engineer Civil

PHONE: 619-336-4360

LF

DEPARTMENT: Engineering and Public Works

APPROVED BY: 

EXPLANATION:

See attached explanation.

FINANCIAL STATEMENT:

ACCOUNT NO.

APPROVED: _____ **FINANCE**

APPROVED: _____ **MIS**

If grant funds are awarded, staff will return to City Council to accept the grant and appropriate funds.

ENVIRONMENTAL REVIEW:

CEQA Notice of Categorical Exemption will be filed with County Recorder's Office prior to stating construction.

ORDINANCE: **INTRODUCTION** ☐ **FINAL ADOPTION** ☐

STAFF RECOMMENDATION:

Adopt the Resolution to authorize the filing of the grant application and authorize the City Manager or designee to execute the grant agreement if selected for funding.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

1. Explanation w/ attachments
2. Resolution

Explanation

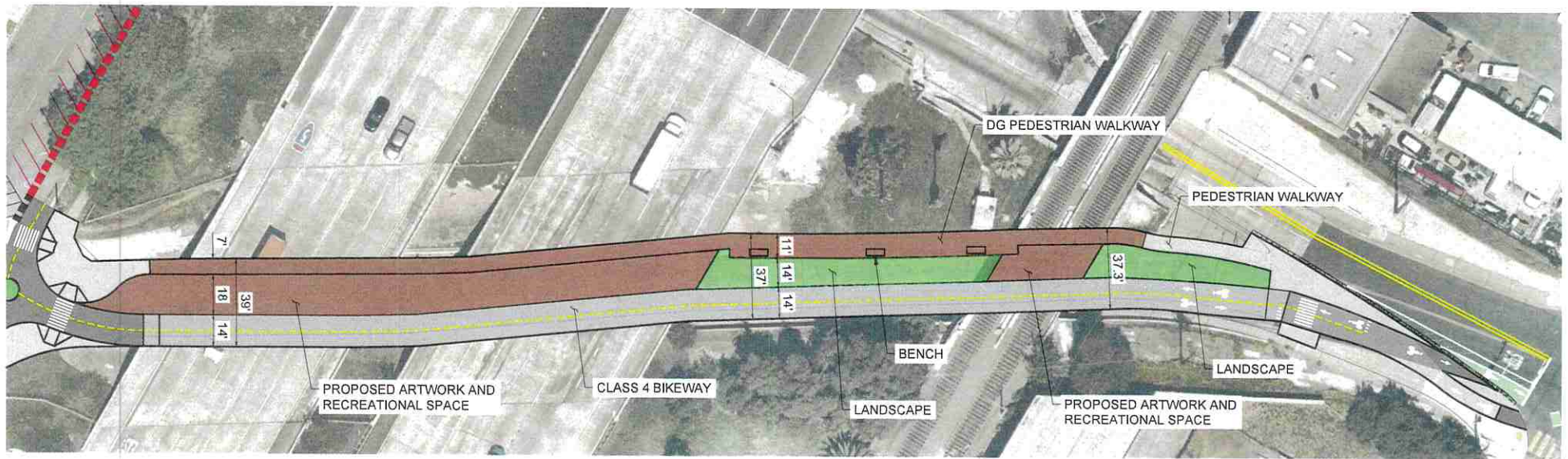
Staff is requesting City Council approval for the submittal of a project application in the amount of \$1,669,680 for the W. 19th Street Greenway Project through the Recreational Trail and Greenways Program, which includes a local match of \$100,000 for a total project cost of \$1,769,680.

The Recreational Trails and Greenways Program is a competitive grant from the State of California funded by Proposition 68. This grant promotes non-motorized infrastructure development and enhancements for new or alternate access to parks, waterways, outdoor recreational pursuits and forested or other natural environments to encourage health-related active transportation and opportunities for Californians to reconnect with nature. This grant is administered by the California Department of Natural Resources.

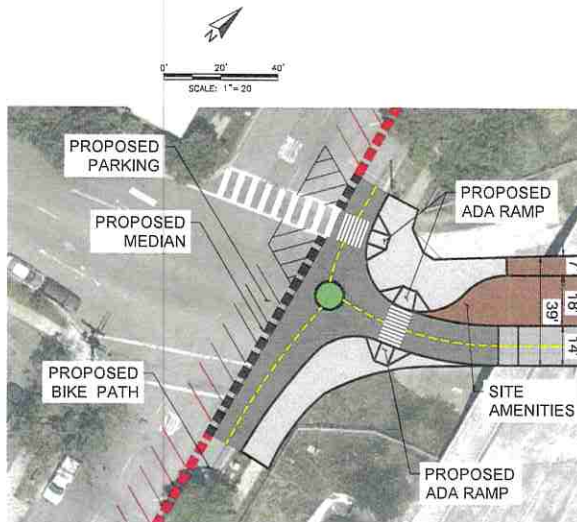
For this competitive grant, the City is proposing that the W. 19th Street Greenway Project will use an existing public right-of-way to implement a permanent street closure to support recreation and active transportation needs within our community. This project will close W. 19th Street to vehicular traffic from McKinley Avenue to Wilson Avenue. However, E. 18th Street, between McKinley Avenue and Wilson Avenue, is going to be converted from the existing one-way westbound road to a two-way roadway. The proposed project will transform this closed segment of W. 19th Street into an active transportation and recreational space for public use. Proposed project features include a protected bikeway, a pedestrian walkway, landscaping, benches, chess/checkers tables and lighting. The W. 19th Greenway Project will also provide the public with safe, non-motorized access to the Bayshore Bikeway on McKinley Avenue. It should be noted that based on the traffic analysis there will be no traffic impacts in the area.

The grant requires a City Council Resolution certifying the approval of the project application and authorization for the City Manager, or designee, to conduct all negotiations, execute and submit all documentation including, but not limited to, applications, agreements and payment requests which may be necessary for the completion of the aforementioned project. City staff reviewed the terms and conditions of the grant agency's resolution and determined that it was reasonable.

If grant funds are awarded, staff will return to City Council to accept the grant and establish appropriation of revenues and expenditures. The scheduled completion date for the construction would be the end of calendar year 2023.



W 19TH ST GREENWAY CONCEPT PLAN VIEW



W 19TH ST GREENWAY DETAIL - WEST ENTRANCE



W 19TH ST GREENWAY CONCEPT - EAST ENTRANCE



What it looks like today.



What it could look like tomorrow.

APPENDIX E – RESOLUTION

Resolution No: [REDACTED]
RESOLUTION (CITY OF NATIONAL CITY)
APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE
RECREATIONAL TRAILS AND GREENWAYS GRANT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the **City of National City**

1. Approves the filing of an application for the **W. 19th Street Greenway Project**; and
2. Certifies that Applicant understands the assurances and certification in the application; and
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act (CEQA)*, legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
6. Certifies the Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and
7. Appoints the **City Manager**, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

Approved and adopted the [REDACTED] day of [REDACTED] 2020. I, the undersigned, hereby certify that the foregoing Resolution Number [REDACTED] was duly adopted by the **City of National City**.

Following Roll Call Vote: Ayes: _____
 Nos: _____
 Absent: _____

Clerk/Secretary for the Governing Board

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, 1)
APPROVING THE SUBMITTAL OF A PROJECT APPLICATION IN THE AMOUNT OF
\$1,769,680 FOR THE WEST 19TH STREET GREENWAY PROJECT THROUGH THE
RECREATIONAL TRAIL AND GREENWAYS GRANT PROGRAM; AND 2)
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE
GRANT AGREEMENT IF SELECTED FOR FUNDING**

WHEREAS, City staff is recommending City Council approval for the submittal of a project application in the amount of \$1,669,680 for the West 19th Street Greenway Project through the Recreational Trail and Greenways Program, which includes a General Fund local match of \$100,000 for a total project cost of \$1,769,680; and

WHEREAS, The Recreational Trails and Greenways Program is a competitive grant from the State of California funded by Proposition 68 that promotes non-motorized infrastructure development and enhancements for new or alternate access to parks, waterways, outdoor recreational pursuits and forested or other natural environments to encourage health-related active transportation and opportunities for Californians to reconnect with nature; and

WHEREAS, this grant is administered by the California Department of Natural Resources; and

WHEREAS, the City is proposing that the West 19th Street Greenway Project will use an existing public right-of-way to implement a permanent street closure to support recreation and active transportation needs within our community; and

WHEREAS, the proposed project will transform this closed segment of West 19th Street into an active transportation and recreational space for public use which will include a protected bikeway, a pedestrian walkway, landscaping, benches, chess/checkers tables and lighting; and

WHEREAS, the scheduled completion date for the construction would be the end of calendar year 2023; and

WHEREAS, the grant requires a City Council Resolution certifying the approval of the project application and authorization for the City Manager, or designee, to conduct all negotiations, execute and submit all documentation including, but not limited to, applications, agreements and payment requests which may be necessary for the completion of the aforementioned project; and

WHEREAS, if grant funds are awarded, City staff will return to the City Council to accept the grant and establish an appropriation of revenues and expenditure.

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**Resolution No. 2020 -
Page Two**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby approves the submittal of a project application in the amount of \$1,769,680 for West 19th Street Greenway project through the Recreational Trail and Greenways Grant Program.

BE IT FURTHER RESOLVED, that the City Council of the City of National City hereby authorizes the City Manager or designee to conduct all negotiations, execute and submit all documentation including, but not limited to, applications and to execute the grant agreement if selected for funding.

PASSED and ADOPTED this 15th day of September, 2020.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

Angil P. Morris-Jones, City Attorney

The following page(s) contain the backup material for Agenda Item: [Temporary Use Permit - Request from UC San Diego to conduct the UC San Diego COVID-19 Vaccination Research Clinical Trial at El Toyon Park – Parking lot in front of multi-use field from Wednesday, September 16, 2020 thru October 31, 2022 with no waiver of fees. \(Neighborhood Services\)](#)
Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO.

ITEM TITLE:

Temporary Use Permit — Request from UC San Diego to conduct the UC San Diego COVID-19 Vaccination Research Clinical Trial at El Toyon Park – Parking lot in front of multi-use field from Wednesday, September 16, 2020 thru October 31, 2022 with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Division

PHONE: (619) 336-4255

APPROVED BY:



EXPLANATION:

This is a request from UC San Diego to conduct the UC San Diego COVID-19 Vaccination Research Clinical Trial at El Toyon Park from Wednesday, September 16, 2020 thru October 31, 2022. The event will use the northern portion of the west parking facility adjacent to the multi-use sports field.

The purpose of this event is to trial the safety, efficacy and immunogenicity of a vaccine designed to protect against SARS-CoV-2, the novel coronavirus that causes COVID-19.

UC San Diego and the City of National City are finalizing terms of a license agreement to use El Toyon for the duration of the event for \$5,000.00 per month. Staff is recommending that the City Council authorize the City Manager to execute that license agreement by minute order through a separate City Council action on tonight's agenda.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$272.00 for processing the TUP through various City departments.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval in accordance with City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☒ TUP ☐ Sporting Event ☐ Other (specify) _____

Event Name & Location

Event Title UC San Diego COVID-19 Vaccination Research Clinical Trial
Event Location (list all sites being requested) El Toyon Park - Parking lot in front of football field

Event Times

Set-Up Starts
Date Sept 16, 2020 Time 7AM Day of Week Wednesday

Event Starts
Date Sept 18, 2020 Time 7AM Day of Week Friday

Event Ends
Date October 31, 2022 Time 6PM Day of Week Monday

Breakdown Ends
Date November 14, 2022 Time 6PM Day of Week Monday

Applicant Information

Applicant (Your name) Jeff Kaplan Sponsoring Organization UC San Diego
Event Coordinator (if different from applicant) Dr. Susan Little, M.D.
Mailing Address 9500 Gilman Drive, #602, La Jolla, CA. 92093-0602
Day Phone 8582461998 After Hours Phone _____ Cell 8582458129 Fax _____
Public Information Phone _____ E-mail Jeff.Kaplan@ucsd.edu

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 9/8/2020

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ ^{N/A} Estimated Expenses for this event.

\$ ^{N/A} What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☒ First time event ☐ Returning Event ☒ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

COVID-19 vaccination research clinical trial administered by UC San Diego.

Estimated Attendance

Anticipated # of Participants: 200 +/- per day Anticipated # of Spectators: ^{N/A}

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☒ Other (explain) We would like cones set out to block traffic from entering at night and weekends. _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Crowd control not required but asset security is required. Trailers and contents may be target for theft. UC San Diego exploring appropriate security options. _____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization TBD _____

Security Director (Name): TBD Phone: TBD _____

If using the services of a professional security firm and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission. .

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services. First aid station to be staffed by event staff? Yes ☒ No ☐ First aid/CPR certified? Yes ☒ No ☐

☐ First aid station to be staffed by professional company. ► Company _____

If using the services of a professional medical organization/company and the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the Neighborhood Services Department at the time of submission.

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Paths of travel and modular buildings are ADA compliant.

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☒ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) _____

☒ Other (explain) (8) modular trailers and supporting utility infrastructure _____

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ► Company Name _____

Address

City/State

Phone Number

Using electrical power? Yes ☒ No ☐

☐ Using Kimball Park Bowl
Lighting (from _____ to _____)

☐ Using on-site electricity ☐ For sound and/or lighting

☐ For food and/or refrigeration

☒ Bringing in generator(s) ☐ For sound and/or lighting

☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

☐ Vendors preparing food on-site ► # _____ ► Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

☐ Vendors bringing pre-packaged food ► # _____ ► Business License # _____

☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # _____

☐ Vendors selling food # _____ ► Business License #(s) _____

☐ Vendors selling merchandise # _____ ► Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ► Business License #(s) _____

► Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

► Explain type(s) of information _____

☒ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Carnival Rides _____ ☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$545.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☒ No ☐

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☒ What will signs/banners say? UC San Diego COVID-19 Vaccination Research Clinical Trial

☒ How will signs/banners be anchored or mounted? Affixed to front of trailers

☒ Location of banners/signage Front of trailers

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☐

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____

► Load-in Day & Time _____ Company _____ Phone _____
► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☒ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- ☒ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☒ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

Bathroom facilities are integrated into each trailer. ADA compliant.

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event: <u>UC San Diego COVID-19 Vaccination Research Clinical Trial</u>	
Event Address: <u>El Toyon Park - Parking lot</u>	Expected # of Attendees: <u>200</u>
Event Host/Coordinator: <u>Jeff Kaplan</u>	Phone Number: <u>8582461998</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will enough recycling bins provided for the event? Provide number of recycle bins: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do all storm drains have screens to temporarily protect trash and debris from entering?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Are spill cleanup kits readily available at designated spots?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: _____

Person in Charge of Activity: _____

Address: _____

Telephone: _____ Date(s) of Use: _____

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorney's fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: _____

Official Title: _____ Date: _____






For Office Use Only

Certificate of Insurance Approved _____ Date _____

Exhibit "A"



Exhibit "A"

	Generator
	Dumpster
	Black Water
	Grey Water
	Potable Water

Notes/Explanations

1. All utility services will be under trailers to the service section of the site
2. Ramps, stairs and decking between, to and from access will be ADA compliant
3. Trailers are 12 x 60 feet
4. Lot dimensions are 100 x 233

The following page(s) contain the backup material for Agenda Item: [Authorization for City Manager to execute a License Agreement with UC San Diego for use of the El Toyon Parking Lot to conduct a Vaccination Clinical Trial. The term of the License Agreement is 2 years consistent with the Temporary Use Permit \(TUP\) application and the rental rate is \\$5,000 per month. \(City Manager\)](#)

Please scroll down to view the backup material.

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: September 15, 2020

AGENDA ITEM NO. |

ITEM TITLE:

Authorization for City Manager to execute a License Agreement with UC San Diego for use of the El Toyon Parking Lot to conduct a Vaccination Clinical Trial. The term of the license agreement is 2 years consistent with the Temporary Use Permit (TUP) application and the rental rate is \$5,000 per month.

PREPARED BY: Brad Raulston, City Manager

DEPARTMENT: City Manager's Office

PHONE:

APPROVED BY: 

EXPLANATION:

To expedite the establishment of clinical trials, the City Council is delegating the City Manager authority to execute a License Agreement with UC San Diego.

The City Council approves the Mutual Hold Harmless Defend and Indemnity Provision in the License and requires a workers compensation waiver of subrogation which must be approved by the City Risk Manager.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Authorize City Manager by minute order to execute the License Agreement

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

The following page(s) contain the backup material for Agenda Item: [City Manager Report.
\(City Manager\)](#)

Please scroll down to view the backup material.

Item # ____
09/15/20

City Manager Report

(City Manager)